



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

July 20, 2020

Board of Trustees

Jared Garewal, President

Ben Abatti, Jr., Clerk

Matt Hester, Member

Robin Cartee, Member

Kevin Grizzle, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



**REGULAR MEETING
of the
BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT**

Monday, July 20, 2020

CLOSED SESSION 5:00 P.M., OPEN SESSION 6:00 P.M.

Holtville Unified School District, Board Room, 621 East Sixth Street, Holtville, CA. 92250

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to Trustees after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the Office of the Superintendent located at 621 E. Sixth Street, Holtville, Ca. 92250

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent at (760)356-2974, or in writing, at least 24 hours prior to the meeting. (Government Code section 54954.2).

1. PRELIMINARY

Call to Order

Flag Salute

Roll Call

Present Absent

Jared Garewal, President

Ben Abatti Jr., Clerk

Matt Hester, Member

Robin Cartee, Member

Kevin Grizzle, Member

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. MODIFICATIONS OF THE ORDER OF THE AGENDA, IF ANY.

Motion: _____ Second: _____ Ayes: ____ Nays: ____ Vote: ____ - ____

**3. STATEMENTS FROM THE PUBLIC REGARDING ITEMS ON THE
CLOSED SESSION AGENDA.**

At this time, members of the public may address the Board only as to items on the closed session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes.

4. CLOSED SESSION

**A) Closed Session in accordance with Government Code section 54957: Public Employee
Discipline/Dismissal/Release**

B) Superintendent's Evaluation – Government Code section 54957

**C) Conference with Labor Negotiators, Celso Ruiz and John Paul Wells, for the Certificated
Management, Classified Confidential, and CSEA Chapter 338 employees – Government Code
Section 54957.6**

5. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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6. PUBLIC COMMENT ON ITEMS ON THE OPEN SESSION AGENDA AND ON NON AGENDA ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER

JURISDICTION OF THE BOARD. At this time, members of the public may address the Board only as to items on the open session agenda or items within the subject matter jurisdiction of the Board. Public comment will not be taken during the Board's consideration of an item on the open session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes. In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

7. COMMUNICATIONS FROM THE SCHOOL DISTRICT

Holtville Teachers Association
California School Employees Association
Student Representative
Governing Board
Assistant Superintendent
Superintendent

8. CONSENT AGENDA

All matters on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. The Superintendent and staff recommend approval of all Consent Agenda items.

A. GENERAL FUNCTION

- 1) Adoption of Minutes: June 22, 2020 Pgs. 2-5
(Supplemental Information)

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 6/18/20 to week ending 7/9/20 Pgs. 7-13
(Supplemental Information)

C. PERSONNEL SERVICES

- 1) Certificated Employment Pg. 15
2) Classified Employment Pg. 16
3) Certificated Extra Duty Employment Pg. 17
4) Classified Management/Confidential Employment Pg. 18

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) MOU between the Imperial County Office of Ed & HUSD regarding College and Career Readiness Initiative. Pgs. 20-24
2) Contract between San Diego County Superintendent of Schools & HUSD for the Synergy Education Platform. Pgs. 25-31
3) Vista Sands Annual Service Agreement between Department of Behavioral Health Services & HUSD Pgs. 32-40
4) MOU of Imperial County School Food Service Cooperative. Pgs. 41-42
5) Agreement between HUSD & AVID Pgs. 43-49

Motion: _____ Second: _____ Ayes: ____ Nays: ____ Vote: ____ - ____

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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AGENDA PAGE 3

9. INFORMATION ITEMS

- A) *The reopening of HUSD schools.*

10. PUBLIC HEARING

Authorizing Temporary Borrowing Between Funds of the School District

Pg. 51

11. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) *Approval for Lauren Hoff to teach Health at Holtville High School, Grades 9th – 12th under Ed Code 44258.3 for the 2020/21 school year.* (Mr. Ruiz)

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

- B) *Approval for Yvonne Moreno to teach Band at Holtville High School, Grades 9th – 12th under Ed Code 44258.3 for the 2020/21 school year.* (Mr. Ruiz)

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

- C) *Approval for Dennise Frazier to provide Speech Therapist Services in grades K-12 for the District on a Variable Term Waiver under Ed Code 44265.3 for the 2020/21 school year.*

(Mr. Ruiz)

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

- D) *Approval for David Martinez to teach Dual, grades 6th – 8th at Holtville Middle School under a BCLAD for the 2020/21 school year.* (Mr. Ruiz)

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

- E) *Approve Tentative Agreement between Holtville Unified School District and the California School Employees Association and its Holtville Chapter 338 to fully settle all negotiations for the 2019-20 school year and to establish a new three year agreement to remain in effect from July 1, 2020 until June 30, 2022.* (Mr. Wells & Mr. Ruiz) Pgs. 53-64

Motion: _____ Second: _____

Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____

Aye: _____ Nays: _____ Vote: ____ - ____

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – June 22, 2020**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on June 22, 2020, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:25 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Jared Garewal, President; Ben Abatti Jr., Clerk; Robin Cartee, Member; Kevin Grizzle, Member; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Matt Hester, Member

MODIFICATION OF THE AGENDA: None

STATEMENTS FROM THE PUBLIC REGARDING ITEMS ON THE CLOSED SESSION AGENDA. None

CLOSED SESSION

Closed session in accordance with Government Code 54957: Public Employee
Discipline/Dismissal/Release

Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

REPORT OF CLOSED SESSION In: 5:25 p.m. **Out:** 6:28 p.m.
Nothing to report

**ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR
ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT
MATTER JURISDICTION OF THE BOARD.** None

COMMUNICATION FROM THE SCHOOL DISTRICT

Trustee Grizzle congratulated the HHS staff for a nice graduation ceremony.

Trustee Abatti also complimented the staff for a nice graduation ceremony.

Board President Garewal said he was very appreciative towards the staff during these trying times. There are a lot of challenges ahead while changes will be implemented to ensure that the students and staff are safe.

Mr. Ruiz thanked the staff for their hard work and that they will do their best to meet the needs of students and staff.

**Holtville Unified School District
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CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: May 18, 2020 & June 5, 2020. FINANCE AND BUSINESS – Warrant orders week beginning 5/28/20 to week ending 6/11/20. PERSONNEL SERVICES – Certificated Retirement of Ellen Underwood, Teacher (Finley); Maria Elena Vega, Teacher (Finley). Certificated Resignation of Tatiana LeDoux, Speech & Language Therapist (District). Migrant Summer School Employment of Ariana Benitez, Keith Smith, David Avila, Larissa Hanson, Eileen Verdugo, Betsy Gomez, Karla Larios. Intervention Summer School Employment of Michele Foss, Noemi Gallegos, Lesley Arias, Jackelyn Ortega, Esperanza Salazar, Veronica Estrada, Blanca Mendez, Lupe Moreno-Perez, Lillian Aguirre, Eulalia Hayden, Nicole Tumbaga, Linda Serrano, Annette Villapudua-Carranza, Ashley Rodriguez, Crystal Arias, Lagina Young, JoAnn Rojas, Diana Reyes, Veronica Estrada, Eric Velazquez, Karla Larios, Tony Ramos, Yurii Camacho, Bonnie Sorenson, James Anderholt, Denise Cuevas, Anthony Arevalo. Classified Summer Employment of Jessica Rodriguez, Cafeteria Worker II Sub; Blanca Meza, Cafeteria Worker II Sub; Erika Cuevas, Cafeteria Worker II; Maria Lourdes Avelar, Cafeteria Worker II; Alexander Martinez, Cafeteria Worker II; Claudia Gutierrez, Cafeteria Worker II; Hugo Oropeza Moreno, Maintenance Temporary Staff. Certificated Employment of Liliana Veliz, Math Teacher (HHS); Carissa English, 6th Grade Teacher (HMS); Jesus Quesada, PE Teacher (HMS); Rebecca Martinez, 3rd Grade Teacher (Finley); Jose Villapudua, 6th Grade Teacher (HMS); Chelsea Garcia, 2nd Grade Teacher (Finley). GENERAL BUSINESS – Agricultural Career Technical Education Incentive Grant 2020-21. MOU between the ICOE & HUSD for the participation in the AmeriCorps Borderlands Program for the 2020-21 funding year. Obsolete items in the Technology Department. Quarterly Report on Williams Uniform Complaints – June 2020. Donation of four 2004 Polaris Quads to HHS from the Sheriff's Department. Donation of 12 bleachers from CFIV. MOU between HUSD and the School Librarian regarding Service for 2020-2021 School Year. Board Meeting Calendar for 2020-21 SY. MOU between IVROP & HUSD for the Delivery of Core Career Technical Education Supportive Services. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

INFORMATION ITEMS

Mr. Arevalo presented a PowerPoint on the results of the HUSD parent, teacher, classified staff survey. 53.9% of parents that responded want to send their children back to school this coming August. 36.2% do not want to send their children back to school. 35.8% of teachers prefer a blended model, and 25.3% want a fulltime schedule, students and teachers at school. If the decision is made to not return to school, 41.8% of parents prefer live online instruction, and 33.5% would like online assignments. 46.3% of teachers prefer live online instruction, and 36.85% prefer online assignments. Mr. Ruiz thanked Mr. Arevalo and the administrators for putting the survey together and collecting the data. The survey results will help in the decision to reopen schools or continue with Distant Learning.

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PUBLIC HEARING

Public Hearing on the 2019-20 Estimated Actuals/ 2020-21 July 1st Budget Report.

ACTION/DISCUSSION ITEMS

Moved by Trustee Grizzle, Seconded by Trustee Cartee to approve Board Resolution 2019/20-015 Designation of Applicant's Agent for Non-State Agencies. Mr. Wells explained that this resolution allows himself and Mr. Ruiz to be designated signers to submit claims to FEMA for reimbursement of cleaning supplies, etc. purchased during the pandemic. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve Board Resolution 2019/20-016 Allowing the Class of 2024 to Maintain Funds Within the Associated Student Body Until June 30, 2021. Mr. Velazquez explained that since the 8th grade class was not able to go on their end of the year trip, and not have a dance after promotion, that they would like to extend the deadline to spend their monies. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Cartee, Seconded by Trustee Abatti to approve Board Resolution 2019/20-017 Authorizing Temporary Borrowing Between Funds of The School District. This resolution is brought to the board annually in order to allow flexibility to move funds. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve Board Resolution 2019/20-018 Regarding Delegation of Authority to Pay and Sign Proper Legal Bills, Billings, Invoices, and Orders, Under Specific Limitations. This resolution sets a dollar amount of \$200,000 per vendor although there are exceptions such as insurance, etc. A vast majority will be preapproved. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Cartee, Seconded by Trustee Grizzle to approve Board Resolution 2019/20-019 Regarding the 2020-21 Education Protection Account. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Cartee to approve Board Resolution 2019/20-020 Ordering an Election, Requesting County Elections to Conduct the Election, Requesting Consolidation of the Election, and Specifications of the Election Order. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Cartee, Seconded by Trustee Grizzle to approve Board Resolution 2019/20-021 approving a Grant Agreement with the U.S. Department of Agriculture Rural Development Under the Community Facilities Loan and Grant Program for FY 2019-2020. Passed by roll call votes Garewal: Aye; Abatti: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Cartee to approve the Covid-19 Operation Written Report. This report takes place of the LCAP which has been extended to December 2020. Passed by unanimous votes Aye: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the 2019-20 Estimated Actuals /2020-21 July 1st Budget Report. Total revenues for 2019-20 are \$22.6 million and expenditures are \$22.6 million as well. There was an ending balance of \$5.4 million. The 2020-21 budget is projected to have a \$54 billion projected deficit based on the Governor's May

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ACTION/DISCUSSION continued

revise. Education budget cuts are projected to be at a 10 % deficit factor after statutory COLA of 2.31%. The 2020-21 revenues are estimated at \$19.9 million while the expenditures are estimated at \$21.2 million. This would leave an ending balance of \$4 million. The re-opening schools as well as the final budget deal are some of the possibilities and unknown factors. The District will continue to monitor 2020-21 projections and provide updates to the Board. The next Unaudited Actuals report will be presented in September. Passed by unanimous votes Ayes: 4, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, July 22, 2020

ADJOURNMENT

The meeting adjourned at 8:14 p.m.

**Ben Abatti Jr., Clerk
Holtville Unified School District
Board of Trustees**

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000096 - 06/18/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000096, Dated 06/18/2020					
20098918	54.22	Printed	130		ALSCO AMERICAN LINEN (000024/1)
20098919	108.24	Printed	010		AVILA, DAVID (000510/1)
20098920	10,086.00	Printed	010		CDWG (000097/1)
20098921	159.92	Printed	010		GAS COMPANY (000172/1)
20098922	395.00	Printed	010		HOWARD INDUSTRIES (000892/1)
20098923	25,822.48	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20098924	114.79	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20098925	6,848.00	Printed	215		LANDMARK CONSULTANTS, INC (000717/1)
20098926	1,112.32	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20098927	1,131.38	Printed	010		SOUTHWEST SCHOOL and OFFICE SU (000369/1)
20098928	1,126.46	Printed	010		SUNBELT RENTALS (000379/1)
20098929	244.13	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20098930	206.43	Printed	010		THE SHERWIN- WILLIAMS CO (000357/3)
20098931	79.33	Printed	010		US AWARDS (000412/1)
20098932	346.50	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
47,835.20		Number of Items		15	Totals for Register 000096

Org Summary

Holtville Unified School District

Check #	20098918 through	20098932 Total Count	15	\$47,835.20
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Register 000097 - 06/25/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000097, Dated 06/25/2020					
20099928	1,811.29	Printed	010		A T & T (000008/1)
20099929	249.02	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20099930	143.08	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20099931	77.84	Printed	010		AUTO ZONE (000049/1)
20099932	15.00	Printed	010		Baja Desert Tire Co (000052/1)
20099933	7,755.00	Printed	010		COLLEGE BOARD (000107/1)
20099934	34.23	Printed	010		D LUPITAS RESTAURANT (000119/1)
20099935	2,088.33	Printed	010		DELL MARKETING LP (000126/1)
20099936	3,183.00	Printed	010		Franklin Lee Enterprises, LLC (000890/1)
20099937	72.47	Printed	010		GAS COMPANY (000172/1)
20099938	253.57	Printed	010		HERAZ, ANN (000689/1)
20099939	33.78	Printed	010		JIM REITERS, LOCKSMITH AND SAFE (000246/1)
20099940	3.24	Printed	010		KC MANUFACTURING INC (000252/1)
20099941	573.43	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20099942	4,000.00	Printed	010		LeDoux, Tatiana (000499/1)
20099943	204.13	Printed	010		LOPEZ, MARIA C. (000539/1)
20099944	1,381.34	Printed	010		MIGUEL MATA (000496/1)
20099945	154.30	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/2)
20099946	121.75	Printed	010		QUILL CORP (000318/1)
20099947	5,602.67	Printed	010		RABOBANK NA (000322/2)
20099948	1,238.15	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20099949	1,063.96	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20099950	155.85	Printed	010		SPARKLETTS WATERS (000370/1)
20099951	125.65	Printed	010		Sprint Communication Company (000816/2)
20099952	637.32	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20099953	313.15	Printed	010		UNFIRST CORPORATION (000727/1)
20099954	3,050.00	Printed	010		Urban Futures Inc. (000410/1)
20099955	551.95	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
20099956	170.00	Printed	010		WATER TREATMENT SERVICES (000483/1)

35,063.50

Number of Items

29 Totals for Register 000097

Org Summary

Holtville Unified School District

Check #	20099928	through	20099956	Total Count	29	\$35,063.50
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Register 000098 - 07/02/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000098, Dated 07/02/2020					
21100744	149.84	Printed	010		A T & T (000008/1)
21100745	235.76	Printed	010		ALSCO AMERICAN LINEN (000024/1)
21100746	6,057.68	Printed	010		ARTHUR J. GALLAGHER & CO. (000895/1)
21100747	148,287.52	Printed	560		BANK OF NEW YORK MELLON TRUST CORPORATE TRUST, N. CALIFORNIA (00005
21100748	196.00	Printed	010		BSN SPORTS (000067/1)
21100749	31.95	Printed	010		COUNTY MOTOR PARTS (000111/2)
21100750	182.42	Printed	010		D LUPITAS RESTAURANT (000119/1)
21100751	440.00	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
21100752	41.65	Printed	130		DEL SOL MARKET (000125/1)
21100753	36.14	Printed	130		FBC OF HENDERSON LLC (000154/1)
21100754	312.02	Printed	010		FULTON DISTRIBUTING CO (000168/1)
21100755	550.00	Printed	010		GOODSELL, MICHAEL (000526/1)
21100756	862.54	Printed	010		HARRISON, PATRICA (000523/1)
21100757	708.23	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
21100758	1,906.72	Printed	010		IMPERIAL TRUCK CENTER (000620/2)
21100759	323.88	Printed	010		JADE SECURITY SYSTEMS (000240/1)
21100760	339.69	Printed	010		JONES BROS GLASS (000248/1)
21100761	1,950.00	Printed	215		LANDMARK CONSULTANTS, INC (000717/1)
21100762	74.40	Printed	130		LUZ CHABOLLA (000495/1)
21100763	185.56	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/2)
21100764	1,634.79	Printed	010		PITNEY BOWES PURCHASE POWER (000308/1)
21100765	1,848.06	Printed	010		QUILL CORP (000318/1)
21100766	7,500.00	Printed	010		SCHOOL INNOVATIONS and ADVOCAC (000345/1)
21100767	343.69	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
21100768	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
21100769	153.22	Printed	010		UNFIRST CORPORATION (000727/1)
21100770	15.82	Printed	010		UPS (000409/1)
21100771	500.00	Printed	010		VANACKER, CHAD (000684/1)
21100772	2,172.99	Printed	010		Verizon Wireless Services LLC (000422/1)
21100773	1,140.00	Printed	010		WILKINSON HADLEY KING and CO L (000436/1)
178,500.57		Number of Items		30	Totals for Register 000098

Org Summary

Holtville Unified School District

Check #	21100744 through	21100773	Total Count	30	\$178,500.57
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Register 000099 - 07/09/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000099, Dated 07/09/2020					
21101299	128.92	Printed	010		ALSCO AMERICAN LINEN (000024/1)
21101300	27.14	Printed	010		AUTO ZONE (000049/1)
21101301	4,766.80	Printed	010		D & W Sourceall, Inc (000897/1)
21101302	193.94	Printed	010		D LUPITAS RESTAURANT (000119/1)
21101303	1,026.00	Printed	010		DAVID WEST INSURANCE (000121/1)
21101304	1,470.67	Printed	010		DOCUMENT TRACKING SERVICES (000141/1)
21101305	737.50	Printed	010		Eleuterio Lopez (000675/1)
21101306	739.57	Printed	010		H.B.PETROLEUM IN-C (000189/1)
21101307	16,762.50	Printed	010		JOY DISPLAY, INC (000898/1)
21101308	32.65	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
21101309	69.37	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
21101310	76.33	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
21101311	48.16	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
21101312	2,339.92	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
21101313	506.20	Printed	010		MEDICAL EYE SERVICES (000276/1)
21101314	535.75	Printed	010		QUILL CORP (000318/1)
21101315	7,153.34	Printed	010		REMIND 101 INC (000482/2)
21101316	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
21101317	157,706.96	Printed	010		SISC I (000361/1)
21101318	1,951.50	Printed	010		SISC III Life Ins. (000474/1)
21101319	89.67	Printed	130		SPARKLETT'S WATERS (000370/1)
21101320	566.51	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
21101321	153.22	Printed	010		UNFIRST CORPORATION (000727/1)
21101322	28.43	Printed	010		UPS (000409/1)
21101323	4,590.81	Printed	010		VISION SERVICE PLAN (000424/1)
21101324	263.42	Printed	010		WATER TREATMENT SERVICES (000483/1)
21101325	10,491.53	Printed	010		ZOOM! Branding Group LLC (000899/1)
212,912.81		Number of Items		27	Totals for Register 000099

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED EMPLOYMENT
DATE: JULY 20, 2020

The Board is requested to approve the following Certificated Employment for the 2020/21 SY:

- | | | |
|--------------------|--------------|-----|
| 1. Stephen Frazier | SPED Teacher | HMS |
|--------------------|--------------|-----|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT
DATE: JULY 20, 2020

The Board is requested to accept the following Classified Employment:

1) Abraham Bobadilla	Temporary Help	Technology
2) Carolina Espinoza	Custodial Summer Temp	District
3) Irene Trujillo	Custodial Summer Temp	District
4) Arturo Boroquez	Custodial Summer Sub	District
5) Imelda Ledezma	Custodial Summer Sub	District
6) Maria Avelar	Program Accounts I	District

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: EXTRA DUTY ASSIGNMENTS
DATE: JULY 20, 2020

The Board is requested to accept the following Extra Duty Assignments:

A)

- | | |
|--------------------|----------------------------|
| 1. David Avila | Induction District Lead |
| 2. Nicholas Moreno | Induction Support Provider |
| 3. Lovette Stiff | Induction Support Provider |
| 4. Lindsay Cox | Induction Support Provider |
| 5. Lilian Aguirre | Induction Support Provider |
| 6. James Anderholt | Induction Support Provider |
| 7. Aaron Mendoza | Induction Support Provider |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED MANAGEMENT/CONFIDENTIAL EMPLOYMENT
DATE: JULY 20, 2020

The Board is requested to approve the following Classified Management/Confidential Assignment:

1. Betsy Gomez	Accounting Technician	Effective July 1, 2020
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HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

GENERAL BUSINESS



MEMORANDUM OF UNDERSTANDING
for the
COLLEGE AND CAREER READINESS INITIATIVE
“Ensuring our students are ready for life’s journey!”

This Memorandum of Understanding (MOU) is contracted between **Holtville Unified School District** and the **Imperial County Office of Education (ICOE)**, representing the College and Career Readiness Initiative (CCRI).

The purpose of the College and Career Readiness Initiative is to promote a college and career ready culture in Imperial County using a collaborative and comprehensive regional approach. To this end, each agency named in this MOU agrees to provide support and partial funding for the College and Career Readiness Initiative for the three-year term of this MOU.

Purpose for the College and Career Readiness Initiative: *A community partnership to promote a culture of educational achievement from preschool through college and career.*

Goals of the College and Career Readiness Initiative:

- Increase student’s **readiness for college and career**; including Career Technical Education Pathways, career and college awareness, exploration and planning, and financial aid options
- Improve **student readiness for transition from elementary to middle school to high school** by monitoring data on school readiness, high school readiness, chronic absenteeism, college and career readiness and postsecondary transitions to drive actions.
- Increase the percentage of Imperial County high school seniors who complete and submit a **Free Application for Federal Student Aid or California Dream Act Application**.
- Increase the percentage of Imperial County high school seniors **complete three or more applications for postsecondary options** including but not limited to four-year colleges and universities, community colleges, technical colleges and/or military service.
- Increase the percentage of Imperial County students who **enroll in a post-secondary institution or military service** after high school.
- **Increase the percentage of student who are college and career ready** based on the College and Career Indicator (CCI).
- **Increase knowledge and understanding of College and Career readiness** for educators, parents and community.
- **Increasing exposure to Career Awareness and Exploration** activities for students in Kindergarten through 8th grade

Role of ICOE:

To support schools, districts, and cooperating agencies in the planning and implementation of approved College and Career Readiness Initiative activities to increase the number of students who

are college and career ready at all levels. This coordination will include planning, implementation and evaluation of College and Career Readiness Initiative activities, the development of resources and communication to facilitate a college and career readiness culture for Imperial County youth. ICOE will collaborate with public and private institutions, college access programs, business and industry partners and other agencies to strengthen support for the College and Career Readiness Initiative. ICOE will provide leadership for long-term strategic planning to improve integration of college and career readiness resources along with school district efforts.

ICOE agrees to do the following:

- Actively promote the College and Career Readiness Initiative.
- Invoice for annual contributions in September (50%) and March (50%) each year, due and payable within 30 days.
- Employ and directly supervise College and Career Readiness Initiative staff.
- Provide administrative oversight and record keeping for the College and Career Readiness Initiative budget, evaluation, and reporting.
- Provide regular income and expenditure reports to the College and Career Readiness Initiative partners.
- Provide office space, equipment, and business support for ICOE. (Value: \$3,250.00 per year).

<p>Events and Activities of the College and Career Readiness Initiative KINDERGARTEN through 12th GRADE</p>
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Higher Education Weeks: I and II – College and University Fairs for Parents

Coordinate countywide Higher Education Week Parent Night, once in the fall and once in the spring, for parents and community members to connect with postsecondary partners.

K-12 Higher Education Weeks – Develop and disseminate a countywide toolkit for grades PreK to 12th grade to promote the importance of academic and social emotional preparation for postsecondary education. Toolkit includes spirit weeks activities, lessons, and social media campaigns.

Ongoing data collection, technical support and coordination – Provide access to resources for school districts to support college and career readiness through data, information, motivation and access to partner agencies, career exploration opportunities, colleges and universities, motivational speakers, conferences for students and professional development opportunities for staff.

Parent Engagement – Support districts to identify and implement curriculum and other activities for parent engagement. Provide ongoing support for principals at elementary and middle school with planning and implementation of parent engagement activities, as needed. Provide models for relevant college and career planning and preparation information to be distributed in conjunction with parent engagement activities.

Seek Funding – Seek new funding opportunities for College and Career Readiness Initiative projects and coordination (e.g. grant opportunities and/or increased support from businesses) and research new opportunities/funding to promote the further expansion of the College and Career Readiness Initiative.

Events and Activities of the College and Career Readiness Initiative
ELEMENTARY SCHOOLS – KINDERGARTEN through 8th GRADE

Attendance Matters Campaign – Coordinate with Elementary School administrators, teachers and counselors to address Chronic Absenteeism in grades K-2 via data analysis, activities, social media campaigns and assemblies with “On Time Timmy.”

Career Awareness Activities – Coordination with elementary and middle school teachers and school counselors to provide tools, training and resources to implement career awareness activities such as lessons, career speakers, and career fairs in the K-6 setting. Note: Students in 7-8 will receive a comprehensive career awareness curriculum via the Strong Workforce Program grant.

College and Career Readiness Awareness Activities – Support elementary and middle schools to provide information and activities via a train the trainer model to increase students and families’ awareness of college and career at the elementary and middle school to increase readiness for transitions from elementary to middle school and middle school to high school transition. (high school graduation requirements, CTE Pathways, A-G requirements, postsecondary options)

Elementary and Middle School Counselors Network – Coordinate and facilitate monthly meetings with Elementary and Middle School Counselors to engage in professional learning, share best practices in the school counseling domains of academic, social emotional and college and career.

K-6 Principal Training and Information on College and Career Readiness – Provide regular updates and/or presentations on College and Career Readiness to elementary and middle school principals at the Principal’s Community of Practice.

Trainer of Trainers: Parent Nights and College/Career Fairs – Provide a training for elementary and middle school staff to plan, coordinate and implement Parent Nights and College/Career Fairs. Participants will receive an electronic customizable toolkit with all materials and training information in English and Spanish.

Events and Activities of the College and Career Readiness Initiative
HIGH SCHOOLS – GRADES 9-12

Career Exploration and Planning – Coordination with high school teachers and school counselors to provide support, tools, training and resources to implement career exploration and planning activities and/or curriculum to include lessons, career speakers, career fairs, and job shadowing activities.

College and Career Indicator (CCI) High School Principals Network – Facilitate quarterly meetings with a focus on the College and Career Indicator for high school principals. Meetings to be held on high school campus on a rotating basis and includes classroom visits, discussion of key issues, sharing of best practices and coordination of services, professional learning and support.

Counselors' College and Career Readiness Workshops – Coordination of professional development opportunity for Counselors with partner organizations and institutions of higher education including College Board, Business and Industry partners, and other college and university partners. The collaborative experience is utilized for planning activities, analyzing data related to workforce readiness, labor market information and postsecondary preparation, implementing new activities and learning about changes in labor markets and higher education.

Higher Education Weeks: I and II – College and University Fairs for Students

Secure agreements with institutions of higher education including 4-year universities, community colleges, technical colleges, private, independent and out-of-state colleges and universities to participate in a countywide presentation and college fair. Coordinate efforts with School Counselors and Administrators to plan successful implementation of an on-site college fair. Arrange for facilities, transportation and logistics for the Higher Education Week I in the fall for high school seniors and Higher Education Week II in the spring for high school juniors.

Imperial County Partnership for Higher Education – Collaborate with College Access Programs such as Cal-SOAP, EAOP, Educational Talent Search, Upward Bound; Institutions of Higher Education, Imperial Valley College, Imperial Valley Regional Occupational Program (IVROP), and other community partner agencies to plan for implementation of related college and career readiness events and activities including career awareness and planning for students, families and community members.

K-16 School Counselor Meetings, Professional Learning and Support – Coordination and facilitation of Imperial Valley Counselors' Roundtable meetings, professional learning opportunities for school counselors and administrators in the areas of academic, social emotional and college and career. Provide additional support, coordination and collaboration with local and state partners including institutions of higher education and administrators. Additionally, seek input from the Principal's and College and Career Indicator Network (including elementary, middle, and high school Principals) for recommendations and areas of support.

Partner, Districts and Agencies agree to the following:

- Support College and Career Readiness Initiative activities for their district, community and families.
- Provide data from district, **Student Tracker**, and **Cal PASS Plus** to monitor progress for improvement and to provide information for funding applications and reports.
- Provide support and facilities for parent meetings, Higher Education Weeks and other college and career activities.
- Provide letters of support and other assistance to College and Career Readiness Initiative to procure additional external funding sources for planned activities.
- Fund a basic infrastructure to provide support for the College and Career Readiness Initiative and make annual contributions for the three-year term of this MOU.
- **District contributions will be reevaluated on an annual basis.**
- **Holtville Unified School District** intends to commit \$3,658.40 (based on district enrollment for grades 7-12) for 2020-2021 and will notify ICOE immediately on or before April 1 (under normal circumstances) of the previous fiscal year, if this intention becomes impossible for reasons of economic hardship.

Terms:

- This MOU is effective July 1, 2020 through June 30, 2023, with the funding amount to be updated annually.

- During the term of this MOU, College and Career Readiness Initiative partner district/agency shall notify ICOE no later than April 1 if they anticipate inability to make their contribution for the next fiscal year.
- This MOU can be amended upon written agreement of the parties.
- The signing parties agree to carry out their program responsibilities as outlined herein.

Imperial County Office of Education (LEA)
Authorized Signature:

Holtville Unified School District, Agency
Authorized Signature:

J. Todd Finnell, Superintendent Date
Imperial County Office of Education

Celso Ruiz, Superintendent Date
Holtville Unified School District

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
CONTRACT WITH HOLTVILLE UNIFIED SCHOOL DISTRICT
FOR
SYNERGY EDUCATION PLATFORM**

The SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, a public educational agency, located at 6401 Linda Vista Road, San Diego, California 92111-7399, hereinafter referred to as "SDCSS" and HOLTVILLE UNIFIED SCHOOL DISTRICT, located at 601 E Sixth Street, Holtville, CA 92250, hereinafter referred to as "LEA", mutually agree as follows:

1. BASIS OF CONTRACT

The purpose of this contract is to outline the relationship between SDCSS and LEA with regards to the Synergy Education Platform (Synergy EP).

2. SCOPE OF SERVICE

2.1 SDCSS'S RESPONSIBILITY

The scope of work provided between SDCSS and LEA will be based on Per student fees as found in the SDCSS Fee schedule, herein referred to as Exhibit A (as updated annually), and include the following ongoing costs and services:

- Software License Fees
- Application Documentation
- Hosting
- SDCSS Student Management Systems Help Desk
- System Maintenance
 - a. Periodically, SDCSS will schedule periods of time for planned upgrades and maintenance. The Synergy EP will be unavailable during these maintenance windows. Planned service disruptions will be communicated, when possible, with the LEA at least 72 hours prior to the scheduled maintenance.
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training
- SDCSS will provide a secure FTP site for document transfer and retrieval.

2.2 LEA RESPONSIBILITIES

- The ParentVUE, StudentVUE, and TeacherVUE portal are provided to each LEA as part of the overall licensing fees, however, administration and support of these portals are the responsibility of the LEA.
- Allow SDCSS SIS staff access to the Synergy EP and Test environments to facilitate troubleshooting.
- Provide a list of LEA staff authorized to request service and support including those who have access to the secure FTP site.
- Districts will serve as the intermediary between the SDCSS and all third-party vendors. SDCSS will not share any type of information to a third-party vendor.
- Unique usernames and passwords are only to be used by the assigned LEA staff and should not be shared.

- A lead-time of no less than 2 weeks for the request and implementation of work orders associated with SIS extract requests for third-party vendor applications.

2.3 SECURITY

- All student information involved in this agreement shall continue to be the property of and under the control of the LEA.
- SDCSS will not use any information in a student record for any purposes other than those required or specifically permitted by this contract. Any other use of the LEA's student information will not be undertaken without the express, written consent of the LEA.
- SDCSS uses the following methods to ensure the privacy and security of student information:
 - a. Transmission of student information is always via secure protocols (SFTP, SSL and/or encryption)
 - b. No data transmission occurs via email
 - c. Student data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
 - d. All server systems including data storage are maintained in a locked, secure, environmentally controlled facility
 - e. All server systems have been hardened with industry standard recommended measures for security protection
- SDCSS will notify the LEA within 24 hours if unauthorized access is discovered.
- SDCSS and the LEA will work together to ensure compliance with FERPA regulations.

2.4 OTHER FEE-BASED SERVICES

- Report Card Fees: Refer to Exhibit A for the Standards-Based report cards fees.
- Training Hours: Refer to Exhibit A for the per hour fees for onsite training.
- Implementation, Training and Data Conversion for new consortium LEAs will be customized and priced based by contract per LEA.
- Synergy Scripts: Refer to Exhibit A for the Synergy scripts fees.
- Data Loads: Refer to Exhibit A for additional fees and procedures related to Data Loads.
- Online Registration Module: Refer to Exhibit A for the annual cost for the Online Registration module.
- Assessment Module: Reference to Exhibit A for the annual cost for the Assessment Module.
- Test Item Bank: Reference to Exhibit A for the annual cost for the Test Item Bank.

2.5 DATA BACKUP

Customer requests to restore data shall be made through the SIS Help Desk and coordinated with the SDCSS Data Center. Requests will be prioritized per the following schedule:

- P1 – Emergency: the system is unusable, there is major data corruption, or a complete restore of the database is necessary
- P2 – Special Purpose: selected data (not all) needs to be restored

P1 and P2 requests that require additional custom programming and/or scripting for completion will be billed to the LEA per the current SDCSS Fee Schedule.

2.6 DISASTER RECOVERY

The SDCSS maintains an off-site data center location where data backups are automatically replicated for disaster recovery purposes. The SDCSS will work with the LEA to provide recovery services in the event of a disaster that prevents the LEA from accessing their data for more than 1 day.

If the service interruption includes SDCSS provided internet services, it is the responsibility of the LEA to establish commodity internet connectivity to the off-site data center.

3. FEES AND BILLING SCHEDULE

SDCSS will bill LEA on a semiannual basis. This will consist of a 70% billing cycle in January of each contracted year and a 30% billing cycle in June of each contracted year. All billing disputes shall be made in writing to SDCSS no later than 90 calendar days after the billing cycle has concluded. Yearly fees will be calculated on a Per Student Fee basis as outlined in Exhibit A.

4. SYNERGY EP DATA OWNERSHIP

SDCSS will host all data within the Synergy EP with the express understanding that LEA retains all proprietary rights to any and all information housed within the respective SIS databases. Furthermore, SDCSS is not permitted to share, and agrees that it will not share, any student information data with any other vendor or third party agency without express written permission from LEA.

5. TERM

This Agreement is binding on the parties upon full signing hereof. The term of the Agreement commences July 01, 2020 (the "Effective Date") and shall remain in effect for 3 years (the "Initial Term") expiring on June 30, 2023 (the "Expiration Date").

The term may be extended or renewed for an additional term ("Renewal Term") only by written agreement of the parties.

6. TERMINATION

6.1 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement, (in whole or in part), without penalty, at any time by giving the SDCSS notice of the termination at least ninety (90) days prior to the termination date specified in the notice. In the event that LEA terminates services, LEA shall pay SDCSS for all services provided and work performed up to the date of termination.

Should LEA terminate the existing contract with SDCSS, refer to Exhibit B for a complete listing of support services that will be provided.

6.2 TERMINATION FOR CAUSE

SDCSS may terminate this agreement by giving notice to LEA if LEA fails to pay undisputed Fees for a period of three (3) months or more and fails to make such payment within thirty (30) days after being given notice of such failure.

7. TOBACCO-FREE FACILITY

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

8. PROJECT CONTACTS

The parties' representative contacts for the management of this project are:

SDCSS: John Vaillancourt
6401 Linda Vista Rd
San Diego, CA 92111
(858) 290-5583
jvaillancourt@sdcoe.net

LEA: Celso Ruiz
601 E Sixth Street
Holtville, CA 92250
760-356-2974 x9
cruiz@husd.net

9. INDEMNIFICATION

LEA agrees to hold harmless, defend, and to indemnify SDCSS, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, LEA's performance or lack thereof under this Agreement.

SDCSS agrees to hold harmless, defend, and to indemnify LEA, its officers, agents, and employees against any and all losses, injuries, claims, actions, any judgments, and liens arising from, or alleged to have arisen from, SDCSS's performance or lack thereof under this agreement.

10. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

11. COMPLIANCE WITH LAW

Both parties shall be subject to, and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

12. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

13. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provision hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

**HOLTVILLE UNIFIED SCHOOL
DISTRICT**

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (type or print)

Name (type or print)

Deputy Supt, CBO

Title

Title

Date

Date

SAN DIEGO COUNTY OFFICE OF EDUCATION

STUDENT INFORMATION SYSTEM 2020-21 FEE SCHEDULE

EXHIBIT A

SYNERGY PER STUDENT FEES for 2020-21

Elementary (Self Contained)	\$9.34 per student
Middle School	\$17.05 per student
High School	\$19.36 per student

Fees for Synergy will be billed by the annual Fall 1 count of students. Per student fees will be multiplied by student counts for annual billing. Billing will occur in January and June.

District Pre-school enrollment will be billed at Elementary rate and based on current year enrollment on CBEDS day.

Adult school enrollment, based on current year CBEDS day, will be billed at High School rate.

Per student fees will cover the following ongoing costs and services:

- Software License Fees (including Grade Book)
- Application Documentation
- Hosting
- SDCSS Customer Resource Center Help Desk
- Fee based printing
- System Maintenance
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training

OTHER FEES

Report Card Fees: Standards-Based report cards, typically used by elementary schools, will be charged at a minimum of \$548.15 per report card (for example, Grade 3 report cards, one in English and one in Spanish, would be two report cards, thus \$1,096.30 minimum). Additional expenses may be incurred based on report card requirements. A scope of work will be established prior to beginning the work order.

Districts will be required to proof and approve report cards for accuracy prior to implementation. Further revisions, after implementation, are priced based on the extent of the work needed.

Training Hours: The fee will be \$109.66 per hour for onsite training (including Grade Book training), with a minimum of 4 hours and maximum class size of 25.

Implementation, Training and Data Conversion: for new consortium districts will be customized and priced based by contract per district.

Synergy Scripts: Synergy scripts are priced based on the extent of the work needed. Software Application Services (SAS) will provide you with a work order and the cost which you must authorize before the work can begin. SAS will quote the cost with a stipulation of the "number of attempts" to generate a successful script. The goal is to complete the work within three attempts. After that, the charge is \$100.98/hour for additional work.

Data Loads: Data loads into Synergy, including free and reduced meals, student programs, students, and school feeder data loads, are priced based on the extent of the work needed. SAS will provide you with a work order and the cost which you must authorize before the work can begin. NOTE: this does not apply to test scores.

Online Registration Module: The annual cost for the Online Registration module is \$1.61 per student based on your LEAs annual Fall 1 count of students.

Assessment: \$4.23 per student

Item Bank (for Assessment): \$1.67 per student

TAKING A LOCAL EDUCATION AGENCY (LEA) OUT OF SERVICE

EXHIBIT B

On the day following the last contracted day of service:

- The application pool for the LEA's website will be stopped on each web server. This will cause a Service Unavailable message to be displayed if a user attempts to access the web site.
- The LEA will be removed from the process server(s).
- Removal of all associated, automated nightly processes.
- The LEA's SQL Server production database will be backed up, compressed and placed on our FTP server for the LEA to download. The LEA will be notified by email that they have 14 calendar days to download the backup file.
NOTE: It is not the responsibility of SDCSS to assist the LEA in the data conversion/extraction process except that which is outlined herein.
- A second backup of the production database will be retained for one year.
- All LEA's database will be taken offline.
- All LEA's database and web sites will be removed from the RT Dashboard configuration.

Fourteen days after the LEA has been taken out-of-service:

- The LEA will be removed from the DBTool configuration on each web server.
- The web sites, including the application pools and physical folders for the LEA will be removed from each web server.
- The production database backup placed on the FTP server will be deleted.

County of Imperial
Department of Behavioral Health Services
Vista Sands Annual Service Agreement

Holtville Unified School District



Department of Behavioral Health Services
202 N. Eighth Street, Suite 232
El Centro, CA 92243
Phone: (442) 265-1571
Contact Name: Jacqueline Jimenez

VISTA SANDS ANNUAL SERVICES AGREEMENT

Holtville Unified School District

THIS ANNUAL AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2020, by and between the **County of Imperial**, a political subdivision of the State of California ("COUNTY") and **Holtville Unified School District** ("DISTRICT") (individually, "Party;" collectively, "Parties").

RECITALS

WHEREAS, DISTRICT has a need to provide children's socialization services to its children, and COUNTY has a children's socialization program known as Vista Sands ("Program"); and

WHEREAS, DISTRICT desires to enter into an agreement with COUNTY for the provision of the Program pursuant to this Agreement; and

WHEREAS, DISTRICT desires to pay COUNTY a daily rate to be paid monthly for each child which DISTRICT enrolls in the COUNTY's children's socialization Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which all Parties acknowledge, it is agreed as follows:

1. COUNTY'S SERVICES

1.1 COUNTY shall provide socialization services as set forth in **Exhibit "A"** attached hereto and incorporated by reference herein as if fully set forth in this Agreement. COUNTY shall provide transportation services and operate pursuant to the schedule as set forth in **Exhibit "B"** attached hereto and incorporated by reference herein as if fully set forth in this Agreement.

1.2 DISTRICT shall provide transportation services during the regular DISTRICT year pursuant to the schedule as set forth in **Exhibit "B"**.

2. COMPENSATION

DISTRICT will pay COUNTY a monthly flat fee of **three hundred dollars (\$300.00)** per month, per child attending the program, whether the child is in attendance or not. Initial entry and final discharge dates will activate and terminate the billing process. These months will be prorated on a daily basis at **fifteen dollars (\$15.00)** per day, as will the major DISTRICT holidays listed in **Exhibit "B"**.

3. **TERM**

This Agreement shall take effect July 1, 2020 and shall remain in full force and effect until June 30, 2023, or until terminated pursuant to this Agreement, whichever is earlier.

4. **CANCELLATION**

COUNTY may terminate this Agreement for any reason by giving written notice to DISTRICT thirty (30) days prior to the date of termination. DISTRICT may cancel this Agreement, for any reason by giving written notice to the COUNTY thirty (30) days prior to the date of termination. COUNTY and/or DISTRICT may immediately terminate this Agreement when the other has failed to, or refuses to comply with, a term or condition of the Agreement, or on the reduction of termination or this program by State of California.

5. **INDEMNITY**

To the extent permitted by law, DISTRICT agrees to indemnify, defend, and hold harmless COUNTY from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are caused or contributed to in any manner in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence, whether active or passive of DISTRICT, or anyone acting under its direction in connection with or incident to the services provided hereunder, unless the same is found by a court of law to be caused by the sole or concurrent negligence or willful misconduct of the COUNTY.

6. **INSURANCE**

The COUNTY is self-insured and certifies liability insurance of two hundred thousand dollars (\$200,000.00).

7. **NOTICES**

Any notices or other communication to COUNTY under this Agreement not otherwise indicated shall be in writing and addressed to:

COUNTY

Imperial County Behavioral Health Services
Att: Andrea Kuhlen, Director
202 North Eighth Street
El Centro, CA 92243

and

Imperial County
Clerk of the Board of Supervisors
940 W. Main Street, Suite 209
El Centro, CA 92243

Any notices or other communication for DISTRICT under this Agreement shall be in writing and addressed to:

DISTRICT
Holtville Unified School District
621 E. 6th Street
Holtville, CA 92250

8. CONTROL

8.1 Program

COUNTY shall retain ultimate control over all matters involving attainment of goals, objectives and direction of the services provided herein.

8.2 Placement

COUNTY and DISTRICT shall develop an admission/dismissal team to facilitate referrals and admissions/dismissals into Vista Sands Program. Should the team reach an impasse in admissions/dismissals, by either Party, an appeal shall be directed to the first level of conflict resolution process. Appeal shall be heard by Behavioral Health Children's Services Manager, and DISTRICT Principal and/or SELPA Administrator. If the appeal is not resolved at the first level, the appeal shall be directed to a second level consisting of Behavioral Health Services Director and District Superintendent / Designee.

9. AMENDMENT

Notwithstanding any of the foregoing provisions, this Agreement may only be modified by written Agreement of the Parties.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. This agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

///

///

11. ENTIRE AGREEMENT

This Agreement, including the Exhibits, contains the entire agreement of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter are of any force or effect.

12. AUTHORITY

Each individual executing this Agreement on behalf of its respective Party represents and warrants that:

- 12.1 He/She is duly authorized to execute and deliver this Agreement on behalf of its respective Party; and
- 12.2 Such execution and delivery is in accordance with the statutory authorities, rules, regulations, by-laws, and/or resolutions of each department, as applicable; and
- 12.3 This Agreement is binding upon the respective Parties in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COUNTY OF IMPERIAL

HOLTVILLE UNIFIED SCHOOL DISTRICT

By: _____
Luis A. Plancarte, Chairman
Imperial County Board of Supervisors

By: _____
Celso Ruiz,
Superintendent

ATTEST

By: _____
Blanca Acosta,
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT

APPROVED AS TO FORM
Adam G. Crook,
County Counsel

By: _____
Andrea Kuhlen, Director
Imperial County Behavioral Health Services

By: _____
Layla Sarwari,
Deputy County Counsel

EXHIBIT A – “SCOPE OF SERVICES”

EXHIBIT A

Exhibit A of the Agreement between the County of Imperial, hereinafter referred to as "COUNTY," and the Holtville Unified School District, hereinafter referred to as "DISTRICT."

SCOPE OF WORK

Vista Sands Children's Socialization Program provides an integrated socialization service for children whose capacity to function at home, school, and the community has been impaired by emotional and behavioral problems. Vista Sands is designed to provide socialization and behavior modification services to youth between the ages of seven (7) and twelve (12).

GOALS

1. The primary goal is to maximize the child's effective functioning in the home, school, and the community in a manner that strengthens the family unit, while minimizing public sector costs.
2. To provide on-site socialization services within a structured environment to children that might otherwise require hospitalization.
3. Provide appropriate services for children at risk of out of home/out of county placement in ways that give priority to keeping the minor in his or her home environment. If out of home placement is recommended by inter-agency evaluation, all attempts will be made to place the minor as close to his or her community as possible.
4. To develop and implement a comprehensive mental health system for children, which provides direct services to youth in the least restrictive environment.
5. To provide case management services to assure interagency service coordination.
6. To evaluate service delivery, effectiveness of treatment, and cost benefit on a quarterly basis as they pertain to the goals and objectives of the program.

EXHIBIT B – “TRANSPORTATION/HOLIDAY SCHEDULE”

EXHIBIT B

Exhibit B of the Agreement between the County of Imperial, hereinafter referred to as "COUNTY," and the Holtville Unified School District, hereinafter referred to as "DISTRICT."

TRANSPORTATION/HOLIDAY SCHEDULE

TRANSPORTATION

DISTRICT will provide transportation to the Vista Sands Program during the regular school year. DISTRICT will determine, in collaboration with the Vista Sands Program, transportation schedules acceptable to all parties to ensure that participating students' needs are being met. During the summer school session, COUNTY will be responsible for transportation to and from Vista Sands Summer School Program. Field trips are a part of the program curriculum; Vista Sands will provide transportation for field trips only. Students requiring emergency transportation while attending Vista Sands shall be transported by COUNTY or appropriate emergency agencies.

HOLIDAYS

Vista Sands Program will observe (close) the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Fair Day
5. Cesar Chavez Day
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. The Friday after Thanksgiving Day
13. Christmas Day

IMPERIAL COUNTY SCHOOL FOOD SERVICE COOPERATIVE MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the member agencies of the Imperial County School Food Service Cooperative to include Calexico Unified School District, Calipatria Unified School District, Central Union High School District, El Centro Elementary School District, Heber Elementary School District, Holtville Unified School District, Imperial Unified School District, Meadows Union Elementary School District, Seeley Union School District, Westmorland Union School District and Imperial County Probation Department – Juvenile Hall hereinafter referred to as MEMBER AGENCY(IES). This MEMORANDUM OF UNDERSTANDING addresses group purchasing issues hereinafter referred to as COOPERATIVE PURCHASE.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The MEMBER AGENCIES recognize that it is mutually beneficial to collectively purchase certain high volume items used in the school food service programs in order to secure the best price available. The MEMBER AGENCIES also recognize that committing to purchase certain high volume items collectively increases the likelihood that a larger variety of commonly used items will be readily available.

II. PURPOSE

The purpose of this MEMORANDUM OF UNDERSTANDING is:

- a) To establish the terms and conditions for participation in the COOPERATIVE PURCHASE
- b) To declare in writing each MEMBER AGENCY'S commitment to participate in good faith abiding by ALL of the conditions listed herein
- c) To establish practices and procedures that will foster a professional and mutually beneficial relationship between each MEMBER AGENCY and the participating vendors

III. CONDITIONS OF PARTICIPATION

Each MEMBER AGENCY agrees to submit estimated quantities during the bid cycle for each item to be included on the bid by a date established at a regularly scheduled monthly Cooperative meeting. This established date will provide for no less than ten (10) business days to submit estimated quantities.

Each MEMBER AGENCY agrees that failure to submit estimated quantities by the established deadline will preclude participation in the COOPERATIVE PURCHASE for one (1) bid cycle which is a twelve (12) month period.

Each MEMBER AGENCY agrees that the estimated quantities are listed as "estimates only" within the bid documents however it is expressly understood and agreed upon that each MEMBER AGENCY will purchase at a minimum the quantities as estimated.

A bid schedule will be agreed upon by the majority of the MEMBER AGENCIES and will include one (1) mandatory attendance meeting. The date for the mandatory attendance meeting will be established and noticed no less than ninety (90) days prior to the scheduled meeting. Each MEMBER AGENCY agrees that the Food Service Director, Assistant Food Service Director or Business Manager will attend the one (1) mandatory meeting. It is expressly understood that attendance by a staff member other than the three positions listed herein will not meet the mandatory attendance requirement. Failure to meet the mandatory meeting requirement will preclude participation in the COOPERATIVE PURCHASE for one (1) bid cycle which is a twelve (12) month period.

IV. COMMITMENT TO PURCHASE

Recognizing that the vendors base their pricing on the estimates submitted by the MEMBER AGENCIES, each MEMBER AGENCY agrees to:

- a) Always purchase bid items as awarded exclusively from the vendor to which the item was awarded
- b) Always purchase, at a minimum, the amount estimated for each item as submitted on the bid document.
- c) Never circumvent the good faith agreement to purchase the estimated quantities by purchasing items "slightly" different from an item as awarded.

V. EVIDENCE OF COMPLIANCE

In the event a vendor challenges a MEMBER AGENCY for not purchasing bid items as awarded exclusively from the vendor to which the item was awarded, the MEMBER AGENCY must submit to the Cooperative invoice documentation to support that the MEMBER AGENCY is on schedule to purchase the minimum amounts as estimated and submitted with the bid documents. Failure to produce such documentation will preclude participation for one (1) bid cycle which is a twelve (12) month period.

VI. TERM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING shall be effective upon the date of signature for each MEMBER AGENCY and shall continue unless terminated by any MEMBER AGENCY in writing. This MEMORANDUM OF UNDERSTANDING will be reviewed annually, and may be amended by agreement of the majority of the MEMBER AGENCIES.

VII. SIGNATURES

Gilbert Venegas
Director, Calexico Unified School District

Cesar L. Vega
Asst. Superintendent of Business Services

Date

Amanda Pitones _____ Date _____
Director, Calipatria Unified School District

Angelita V. Ortiz
Asst. Superintendent of Business Services

Ericka Allen Date
Director, Central Union High School District

Arnold Preciado	Date
Director, Business and Support Services	

Molly Diaz
Director, El Centro Elementary School District

Kristy Curry
Asst. Superintendent of Business Services

Annel Navarro
Director, Heber Elementary School District

David Ostermann _____ Date _____
 Director of Fiscal Services

Lucy Chabolla _____ Date _____
Director, Holtville Unified School District

John Paul Wells	Date
Asst. Superintendent	

Anita Olivos _____ Date _____
Director, Imperial Unified School District

Bryan Thomason Superintendent	Date
----------------------------------	------

Vanessa Diaz _____ Date _____
Director, Meadows Union School District

Keila Rodriguez Superintendent	Date
-----------------------------------	------

Trina Hutchinson _____ Date _____
Director, Westmorland Union School District

Mona Smith
Chief Business Official

Date

Manuel Marquez Date
Director, Seeley Union School District

Lola Larios
Chief Business Official

Date

Dan Prince, Chief Probation Officer Date _____
Imperial County Probation Department

Debbie Angulo	Date
Business Manager	

Cindy Worthington
Manager, Mc Cabe School District

Date

Liz Goff _____ Date _____
 Chief Business Official

AVID Center

Products and Services Quote/Order



Quote/Order #: Q-79869
 Client: Holtville Unified School District
 Address: 621 E 6th St
 Holtville, CA 92250

AVID Center Representative: Joni Guerrero
 Phone: (303) 436-2202
 Email: jguerrero@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Emmett S Finley Elem School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$3,125.00
1	AVID Weekly Elementary	\$595.00	\$0.00
Emmett S Finley Elem School SUBTOTAL:			\$3,125.00

Holtville High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Holtville High School SUBTOTAL:			\$4,679.00

Holtville Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Holtville Junior High School SUBTOTAL:			\$4,679.00

Pine Elementary School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00
1	AVID Membership Fees Elementary School	\$3,125.00	\$3,125.00
1	AVID Weekly Elementary	\$595.00	\$0.00

2020 - 2021 Holtville Unified School District Drafted: 07/01/2020

Pine Elementary School SUBTOTAL:

\$3,125.00**TOTAL:****\$15,608.00***plus all applicable taxes*

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Holtville Unified School District

Signature: _____
Print
Name: _____

Title: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Signature: _____
Print
Name: _____
Email
Address lperez@holtville.k12.ca.us

Title: _____

Date: _____

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions.

Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties: Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PUBLIC HEARING

Holtville Unified School District

PUBLIC HEARING ANNOUNCEMENT

The community and general public are invited to attend a public hearing regarding the Holtville Unified School District's Temporary Borrowing Between Funds Resolution 2019/20-017.

The meeting will take place on Monday, July 20, 2020 at the Holtville Unified School District Board, located on 621 E. Sixth Street, Holtville, Ca. 92250. The meeting will begin at 6:00 p.m.

Ann Heraz, HUSD Administrative Assistant

Posted on July 8, 2020
HUSD Administration Office
Holtville Middle School
Holtville High School

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

TENTATIVE AGREEMENT

BETWEEN THE

HOLTVILLE UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
HOLTVILLE CHAPTER 338

TO FULLY SETTLE ALL NEGOTIATIONS
FOR THE 2019-20 SCHOOL YEAR,
AND TO ESTABLISH A NEW THREE YEAR AGREEMENT
July 9, 2020

July 9, 2020

The Holtville Unified School District (District) and the California School Employees Association and its Holtville Chapter 338 (Association) agree to the tentative agreement set forth below to fully settle all negotiations for the 2019-20 school year and to establish a new three year agreement to remain in effect from July 1, 2020 until June 30, 2022.

ARTICLE 1 DURATION OF AGREEMENT

- 1.1 This Agreement is entered into effective upon final ratification of a collective bargaining agreement between the Board of Trustees of the Holtville Unified School District, Holtville, California (the Governing Board) and California School Employees Association and its Holtville Chapter Number 338 (Association). Such Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2022. This Article shall reopen automatically in each year of the Agreement.
- 1.2 There shall be no reopener negotiations for the 2019-20 school year. During the 2020-21 and 2021-22 school years, only the following Articles may be reopened: ARTICLE 1 (DURATION), Article 14 (WAGES), ARTICLE 15 (HEALTH AND WELFARE BENEFITS), and two additional or new articles of each party's choice.
- 1.3 (No change)

ARTICLE 14 WAGES

- 14.1 The District shall provide a one-time only five percent (5.00%) off-salary schedule payment to bargaining unit employees who are in employed status on the date of final ratification of this Agreement by the Governing Board, calculated based on the 2018-19 salary schedule.

Add the following article:

- 14.6 Effective July 1, 2020, the following positions will be re-classified from their current range to Range 13:
- Physical Education Assistant
 - Regular Classroom Paraprofessional

This Agreement fully settles all 2019-20 negotiations and establishes a new three year agreement expiring on June 30, 2022. The new Agreement shall include the same provisions as the current collective bargaining agreement between the parties and shall be updated to reflect current dates.



For the District

Date: 7/9/2020



For the CSEA

Date: 7-9-2020

All of this information will be automatically added to Tentative Summary Agreement Tab

CAFETERIA FUND		Fiscal Impact of Proposed Agreement			
(any figures put in this table should only include those affected by agreement)		Costs Prior to the agreement for only those employees covered by this agreement.			
Compensation		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22	
1	Salary Schedule- Use this column to report increase/decrease to salary schedules.	\$ 184,333	\$ -	\$ -	\$ -
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
3	Other Compensation - Increase (Decrease) Stipends, Bonuses, overtime, one-time off the salary schedule, etc.	\$ -	\$ 9,217	\$ 1,289	\$ 1,289
4	Statutory Benefits - STRS, PERS, FICA, WC, SUI, Medicare etc.	\$ 31,745	\$ 1,587	\$ 235	\$ 248
5	Health/Welfare Plans- use this to report changes to Benefit plans.	\$ -	\$ -	\$ -	\$ -
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 216,078	\$ 10,804	\$ 1,524	\$ 1,537
7	Total Number of Represented Employees (Use FTEs if appropriate)	8.53			
8	Total Compensation <u>Average</u> Cost per Employee	\$ 25,332	\$ 1,267	\$ 179	\$ 180
			5.00%	0.67%	0.67%

CAFETERIA FUND		Column 1	Column 2	Column 3	Column 4
(any figures put in this table should only include those affected by agreement)		Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES					
Revenue Limit Sources (8010-8099)		\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)		\$ 1,168,884	\$ -	\$ -	\$ 1,168,884
TOTAL REVENUES		\$ 1,168,884	\$ -	\$ -	\$ 1,168,884
EXPENDITURES					
Certificated Salaries (1000-1999)		\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)		\$ 339,007	\$ 9,217	\$ -	\$ 348,224
Employee Benefits (3000-3999)		\$ 151,003	\$ 1,587	\$ -	\$ 152,590
Books and Supplies (4000-4999)		\$ 551,323	\$ -	\$ -	\$ 551,323
Services, Other Operating Expenses (5000-5999)		\$ 37,990	\$ -	\$ -	\$ 37,990
Capital Outlay (6000-6599)		\$ 15,045	\$ -	\$ -	\$ 15,045
Other Outgo (7000)		\$ 55,552	\$ -	\$ -	\$ 55,552
TOTAL EXPENDITURES		\$ 1,149,921	\$ 10,804	\$ -	\$ 1,160,725
OPERATING SURPLUS (DEFICIT)		\$ 18,963	\$ (10,804)	\$ -	\$ 8,159
TRANSFERS IN & OTHER SOURCES (8910-8979)		\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)		\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)		\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		\$ 18,963	\$ (10,804)	\$ -	\$ 8,159
BEGINNING BALANCE		\$ 412,208			\$ 412,208
Prior-Year Adjustments/Restatements (9793/9795)		\$ -			\$ -
CURRENT-YEAR ENDING BALANCE		\$ 431,171	\$ (10,804)	\$ -	\$ 420,367
Components of Ending Fund Balance		(Budgeted Designations)			(Revised Designations)
Nonspendable (9711-9719)					
Restricted (9730-9749)		\$ 431,171			\$ 420,367
Committed					
Stabilization Arrangements (9750)					
Other Commitments (9760)					
Assigned (9770-9788)					
Unassigned (9789-9790)					
Reserve for Economic Uncertainties (9789)					
Unassigned/Unappropriated (9790)					

SUMMARY OF TENTATIVE AGREEMENT WITH THE

Holtville Unified School District

School District

and

**California School Employees
Association Chapter 339**

The proposed agreement covers the period beginning

7/1/2019

and ending

6/30/2022

Will be acted upon by the Governing Board at its meeting on

7/20/2020

The agreement will affect the following funds budget

General Fund, Adult Ed Fund, Cafeteria Fund

**Are copies of the changes to the agreement included?

Yes

PUBLIC DISCLOSURE

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

The agreement was publicly disclosed on :

7/10/2020

The agreement was posted at / advertised in :

District Office

STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status.
Is the percentage increase on the salary schedule the same for all bargaining units?

No

**If you answered no to the question above, please do a separate Summary of Tentative Agreement for each bargaining unit.

of Employees Represented

Management

Pending

17

Certificated

Settled

99.4

Classified

Settled - figures presented in this document

65.32 FTE

PROPOSED CHANGE IN COMPENSATION

Compensation		Costs Prior to the agreement for only those employees covered by this agreement.	Fiscal Impact of Proposed Agreement		
			Year 1	Year 2	Year 3
			Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)
		2019-20	2019-20	2020-21	2021-22
1	Salary Schedule	\$ 1,677,030.00	\$ -	\$ -	\$ -
2	Step and Column	\$ -	\$ -	\$ 33,071.00	\$ 33,732.00
3	Other Compensation	\$ -	\$ 83,851.00	\$ -	\$ -
4	Statutory Benefits	\$ 288,806.00	\$ 14,440.00	\$ 6,025.00	\$ 6,484.00
5	Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 1,965,836.00	\$ 98,291.00	\$ 39,096.00	\$ 40,216.00
7	Total Number of Represented Employees (Use FTEs if appropriate)	56.29			
8	Total Compensation <u>Average</u> Cost per Employee	\$ 34,923.36	\$ 1,746.15	\$ 694.55	\$ 714.44
	Average % Increase (Decrease) per Employee		5.00%	1.89%	1.91%

QUESTIONS REGARDING PROPOSAL

1 Salary Changes

a Did you give a salary increase or decrease?	Increase (<input checked="" type="checkbox"/>)	Decrease ()	None ()
b If you gave an increase/decrease was it on/off the salary schedule?	On-Salary Schedule ()	One Time Off Salary Schedule (<input checked="" type="checkbox"/>)	
c If you gave an increase or decrease what percentage	5% OFF		
d Did the District have furlough days as part of decrease in salary?	Yes ()	No (<input checked="" type="checkbox"/>)	
e How many furlough days?	0 days		
f Are the furloughs permanent or temporary reductions in contract?	Permanent ()	Temporary ()	N/A (<input checked="" type="checkbox"/>)
g What date is this effective?	7/1/2019		
h When does the district plan on implementing the agreement through payroll?	7/31/2020		

2 Were any additional steps, columns, or ranges added, deleted or adjusted to the schedules? (if yes, explain)

No.

3 Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc).

None.

4 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs. This settlement should not have any immediate effect on any programs or services, as it is one-time and to be paid primarily from District reserves.

5 What contingency language is included in the proposed agreement?

No.

6 Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.

The agreement also contains a provision to re-classify Regular Classroom Paraprofessionals to the same classification as Special Education Instructional Aides.

7 Where is this being funded from in the Current Year? (Funding Source)

The District will draw primarily from reserves to pay for the proposed increase, as well as from amounts in Restricted budgets that would have ordinarily gone to carryover for the next year.

8 Is this a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years (What will allow the district to afford this contract?)

This is a single year agreement.

9 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?

N/A

IMPACT ON CURRENT YEAR BUDGET

GENERAL FUND	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 17,318,399	\$ -	\$ -	\$ 17,318,399
Remaining Revenues (8100-8799)	\$ 5,327,587	\$ -	\$ -	\$ 5,327,587
TOTAL REVENUES	\$ 22,645,986	\$ -	\$ -	\$ 22,645,986
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 10,091,580	\$ -	\$ -	\$ 10,091,580
Classified Salaries (2000-2999)	\$ 2,892,262	\$ 82,802	\$ -	\$ 2,975,064
Employee Benefits (3000-3999)	\$ 5,210,300	\$ 14,259	\$ -	\$ 5,224,559
Books and Supplies (4000-4999)	\$ 1,617,414	\$ -	\$ (10,714)	\$ 1,606,700
Services, Other Operating Expenses (5000-5999)	\$ 1,920,567	\$ -	\$ -	\$ 1,920,567
Capital Outlay (6000-6599)	\$ 503,005	\$ -	\$ -	\$ 503,005
Other (7000)	\$ 33,405	\$ -	\$ -	\$ 33,405
TOTAL EXPENDITURES	\$ 22,268,535	\$ 97,061	\$ (10,714)	\$ 22,354,882
Operating Surplus (Deficit)	\$ 377,452	\$ (97,061)	\$ 10,714	\$ 291,105
Transfers In & Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ 424,949	\$ -	\$ -	\$ 424,949
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (47,497)	\$ (97,061)	\$ 10,714	\$ (133,844)
BEGINNING BALANCE	\$ 5,495,270			\$ 5,495,270
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 5,447,773	\$ (97,061)	\$ 10,714	\$ 5,361,426
Components of Ending Fund Balance				
Nonspendable (9711-9719)	\$ 329,292			\$ 329,292
Restricted (9730-9749)	\$ 0			\$ 0
Committed				
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Assigned (9770-9788)	\$ -			\$ -
Unassigned				
Reserve for Economic Uncertainties (9789)	\$ 5,118,481			\$ 5,035,923
Unassigned/Unappropriated (9790)	\$ -			\$ (3,789)

IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

State Reserve Standard	
Total Expenditures, Transfers Out and Uses	\$ 22,779,830.49
State Standard Minimum Reserve Percentage	3%
State Standard Minimum Reserve Amount	\$ 683,394.91
General Fund Budgeted Reserves	
Reserve for Economic Uncertainties (9789)	\$ 5,035,922.54
Unassigned/Unappropriated (9790)	\$ (3,788.91)
Special Reserve Fund 170- Reserve for Economic Uncertainties	\$ -
Total District Budgeted Unrestricted Reserves (sum lines 1 - 6)	\$ 5,032,133.63

Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

X

No

-

IMPACT ON CURRENT YEAR BUDGET OTHER FUNDS (OMIT IF BLANK)

ADULT EDUCATION FUND	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 270,683	\$ -	\$ -	\$ 270,683
TOTAL REVENUES	\$ 270,683	\$ -	\$ -	\$ 270,683
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 167,538	\$ -	\$ -	\$ 167,538
Classified Salaries (2000-2999)	\$ 20,988	\$ 1,049	\$ -	\$ 22,037
Employee Benefits (3000-3999)	\$ 63,436	\$ 181	\$ -	\$ 63,617
Books and Supplies (4000-4999)	\$ 5,000	\$ -	\$ -	\$ 5,000
Services, Other Operating Expenses (5000-5999)	\$ 6,595	\$ -	\$ -	\$ 6,595
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other (7000)	\$ 9,194	\$ -	\$ -	\$ 9,194
TOTAL EXPENDITURES	\$ 272,751	\$ 1,230	\$ -	\$ 273,981
Operating Surplus (Deficit)	\$ (2,068)	\$ (1,230)	\$ -	\$ (3,298)
Transfers In & Other Sources (8810-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,068)	\$ (1,230)	\$ -	\$ (3,298)
BEGINNING BALANCE	\$ 64,694			\$ 64,694
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 62,626	\$ (1,230)	\$ -	\$ 61,396
Components of Ending Fund Balance				
Nonspendable (9711-9719)				
Restricted (9730-9749)	\$ 62,626			\$ 62,626
Committed				
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Assigned (9770-9788)				
Unassigned				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

CERTIFICATION PAGE

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement .

District Superintendent
(Signature)



Date

7/10/20

District Chief Business Officer
(Signature)

Date

After public disclosure of the major provisions contained in this Summary, the Governing District Board, at its meeting on 7/20/2020 took action to approve the proposed Agreement with California School Employees Association Chapter 33 Bargaining Unit and adopted the new budget figures as calculated per the agreement.



Governing Board President
(Signature)

Date

7/10/20

GENERAL FUND UNRESTRICTED (Column C - costs prior to agreement should include all salaries for anyone in this bargaining unit. Columns D-any figures put in this table should only include those affected by agreement.)		Fiscal Impact of Proposed Agreement			
Compensation		Costs Prior to the agreement for only those employees covered by this agreement. (MUST BE FILLED OUT EVEN IF THERE IS NO INCREASE IN YEARS 1 TO 3)			
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)	
		2019-20	2019-20	2020-21	2021-22
1	Salary Schedule- Use this column to report increase/decrease to salary schedules.	\$ 1,195,177	\$ -	\$ -	\$ -
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ 25,583	\$ 26,094
3	Other Compensation - Increase (Decrease) Stipends, Bonuses, overtime, one-time off the salary schedule, etc.	\$ -	\$ 59,759	\$ -	\$ -
4	Statutory Benefits - STRS, PERS, FICA, WC, SUI, Medicare etc.	\$ 205,825	\$ 10,291	\$ 4,661	\$ 5,016
5	Health/Welfare Plans- use this to report changes to Benefit plans.	\$ -	\$ -	\$ -	\$ -
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 1,401,002	\$ 70,050	\$ 30,244	\$ 31,110
7	Total Number of Represented Employees (Use FTEs if appropriate)	39.71			
8	Total Compensation Average Cost per Employee	\$ 35,280.84	\$ 1,764.04	\$ 761.62	\$ 783.43
Average % Increase (Decrease) per Employee			5.00%	2.06%	2.07%

GENERAL FUND UNRESTRICTED (SHOULD MATCH LATEST APPROVED BUDGET THAT WAS SUBMITTED TO ICOE)	Column 1 Latest Board-Approved Budget Before Settlement (SHOULD MATCH GENERAL FUND BUDGET SUBMITTED ON LAST REPORT)	Column 2 Adjustments as a Result of Settlement (Should Equal Year 1 Increase above)	Column 3 Any Other Revisions that were not part of your last adopted Budget	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 17,318,399	\$ -	\$ -	\$ 17,318,399
Remaining Revenues (8100-8799)	\$ 483,587	\$ -	\$ -	\$ 483,587
TOTAL REVENUES	\$ 17,801,986	\$ -	\$ -	\$ 17,801,986
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 8,393,755	\$ -	\$ -	\$ 8,393,755
Classified Salaries (2000-2999)	\$ 2,079,125	\$ 59,759	\$ -	\$ 2,138,884
Employee Benefits (3000-3999)	\$ 3,657,669	\$ 10,291	\$ -	\$ 3,667,960
Books and Supplies (4000-4999)	\$ 601,839	\$ -	\$ -	\$ 601,839
Services, Other Operating Expenses (5000-5999)	\$ 1,308,750	\$ -	\$ -	\$ 1,308,750
Capital Outlay (6000-6599)	\$ 34,431	\$ -	\$ -	\$ 34,431
Other Outgo (7000)	\$ (94,326)	\$ -	\$ -	\$ (94,326)
TOTAL EXPENDITURES	\$ 15,981,243	\$ 70,050	\$ -	\$ 16,051,293
OPERATING SURPLUS (DEFICIT)	\$ 1,820,743	\$ (70,050)	\$ -	\$ 1,750,693
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 260,000	\$ -	\$ -	\$ 260,000
CONTRIBUTIONS (8980-8999)	\$ (1,446,918)	\$ -	\$ (16,297)	\$ (1,463,215)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 113,826	\$ (70,050)	\$ (16,297)	\$ 27,479
BEGINNING BALANCE	\$ 5,333,947			\$ 5,333,947
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 5,447,773	\$ (70,050)	\$ (16,297)	\$ 5,361,426
COMPONENTS OF ENDING BALANCE:				
	(Budgeted Designations)			(Revised Designations)
Nonspendable (9711-9719)	\$ 329,292			\$ 329,292
Restricted (9730-9749)				
Committed				
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Assigned (9770-9788)	\$ -			\$ -
Unassigned (9789-9790)				
Reserve for Economic Uncertainties (9789)	\$ 5,118,481			\$ 5,035,923
Unassigned/Unappropriated (9790)	\$ -			\$ (3,788.91)

GENERAL FUND RESTRICTED (Column C - costs prior to agreement should include all salaries for anyone in this bargaining unit. Columns D-any figures put in this table should only include those affected by agreement.)

Costs Prior to the agreement for only those employees covered by this agreement. (MUST BE FILLED OUT EVEN IF THERE IS NO INCREASE IN YEARS 1 TO 3)

Fiscal Impact of Proposed Agreement

Compensation	2019-20	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
1 Salary Schedule- Use this column to report increase/decrease to salary schedules.	\$ 460,865	\$ -	\$ -	\$ -
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ 7,488	\$ 7,638
3 Other Compensation - Increase (Decrease) Stipends, Bonuses, overtime, one-time off the salary schedule, etc.	\$ -	\$ 23,043	\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, SUI, Medicare etc.	\$ 79,367	\$ 3,968	\$ 1,364	\$ 1,468
5 Health/Welfare Plans- use this to report changes to Benefit plans.	\$ -	\$ -	\$ -	\$ -
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 540,232	\$ 27,011	\$ 8,852	\$ 9,106
7 Total Number of Represented Employees (Use FTEs if appropriate)	16.58			
8 Total Compensation Average Cost per Employee	\$ 32,583	\$ 1,629	\$ 534	\$ 549
Average % Increase per Employee		5.00%	1.56%	1.58%

GENERAL FUND RESTRICTED (Fill out regardless if it only affects Unrestricted Salaries)

	Column 1 Latest Board-Approved Budget Before Settlement (SHOULD MATCH GENERAL FUND BUDGET SUBMITTED ON LAST REPORT)	Column 2 Adjustments as a Result of Settlement (Should Equal Year 1 Increase above)	Column 3 Any Other Revisions that were not part of your last adopted Budget	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 4,844,000	\$ -	\$ -	\$ 4,844,000
TOTAL REVENUES	\$ 4,844,000	\$ -	\$ -	\$ 4,844,000
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 1,697,825	\$ -	\$ -	\$ 1,697,825
Classified Salaries (2000-2999)	\$ 813,137	\$ 23,043	\$ -	\$ 836,180
Employee Benefits (3000-3999)	\$ 1,552,631	\$ 3,968	\$ -	\$ 1,556,599
Books and Supplies (4000-4999)	\$ 1,015,575	\$ -	\$ (10,714)	\$ 1,004,861
Services, Other Operating Expenses (5000-5999)	\$ 611,817	\$ -	\$ -	\$ 611,817
Capital Outlay (6000-6599)	\$ 468,574	\$ -	\$ -	\$ 468,574
Other Outgo (7000)	\$ 127,731	\$ -	\$ -	\$ 127,731
TOTAL EXPENDITURES	\$ 6,287,292	\$ 27,011	\$ (10,714)	\$ 6,303,589
OPERATING SURPLUS (DEFICIT)	\$ (1,443,292)	\$ (27,011)	\$ 10,714	\$ (1,459,589)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 164,949	\$ -	\$ -	\$ 164,949
CONTRIBUTIONS (8980-8999)	\$ 1,446,918	\$ -	\$ 16,297	\$ 1,463,215
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (161,323)	\$ (27,011)	\$ 27,011	\$ (161,323)
BEGINNING BALANCE	\$ 161,323			\$ 161,323
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 0	\$ (27,011)	\$ 27,011	\$ 0
COMPONENTS OF ENDING BALANCE:	(Budgeted Designations)			(Revised Designations)
Nonspendable (9711-9719)				
Restricted (9730-9749)	\$ 0			\$ 0
Committed				
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Assigned (9770-9788)				
Unassigned (9789-9790)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

All of this information will be automatically added to Tentative Summary Agreement Tab

ADULT EDUCATION FUND (any figures put in this table should only include those affected by agreement)		Fiscal Impact of Proposed Agreement			
Compensation	2019-20	Year 1 Increase/(Decrease) 2019-20		Year 2 Increase/(Decrease) 2020-21	
		Year 3 Increase/(Decrease) 2021-22			
1 Salary Schedule- Use this column to report Increase/decrease to salary schedules.	\$ 20,988	\$ -	\$ -	\$ -	\$ -
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -	\$ -
3 Other Compensation - Increase (Decrease) Stipends, Bonuses, overtime, one-time off the salary schedule, etc.	\$ -	\$ 1,049	\$ -	\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, SUI, Medicare etc.	\$ 3,614	\$ 181	\$ -	\$ -	\$ -
5 Health/Welfare Plans- use this to report changes to Benefit plans.	\$ -	\$ -	\$ -	\$ -	\$ -
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 24,602	\$ 1,230	\$ -	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	0.50				
8 Total Compensation Average Cost per Employee	\$ 49,204	\$ 2,460	\$ -	\$ -	\$ -
		5.00%	0.00%	0.00%	0.00%

ADULT EDUCATION FUND (any figures put in this table should only include those affected by agreement)		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES					
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 270,683	\$ -	\$ -	\$ -	\$ 270,683
TOTAL REVENUES	\$ 270,683	\$ -	\$ -	\$ -	\$ 270,683
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 167,538	\$ -	\$ -	\$ -	\$ 167,538
Classified Salaries (2000-2999)	\$ 20,988	\$ -	\$ 1,049	\$ -	\$ 22,037
Employee Benefits (3000-3999)	\$ 63,436	\$ -	\$ 181	\$ -	\$ 63,617
Books and Supplies (4000-4999)	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Services, Other Operating Expenses (5000-5999)	\$ 6,595	\$ -	\$ -	\$ -	\$ 6,595
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Outgo (7000)	\$ 9,194	\$ -	\$ -	\$ -	\$ 9,194
TOTAL EXPENDITURES	\$ 272,751	\$ 1,230	\$ -	\$ -	\$ 273,981
OPERATING SURPLUS (DEFICIT)	\$ (2,068)	\$ (1,230)	\$ -	\$ -	\$ (3,298)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,068)	\$ (1,230)	\$ -	\$ -	\$ (3,298)
BEGINNING BALANCE	\$ 64,694				\$ 64,694
Prior-Year Adjustments/Restatements (9793-9795)	\$ -				\$ -
CURRENT-YEAR ENDING BALANCE	\$ 62,626	\$ (1,230)	\$ -	\$ -	\$ 61,396
Components of Ending Fund Balance		(Budgeted Designations)		(Revised Designations)	
Nonspendable (9711-9719)					
Restricted (9730-9749)	\$ 62,626				\$ 61,396
Committed					
Stabilization Arrangements (9750)					
Other Commitments (9760)					
Assigned (9770-9788)					
Unassigned (9789-9790)					
Reserve for Economic Uncertainties (9789)					
Unassigned/Unappropriated (9790)					

All of this information will be automatically added to Tentative Summary Agreement Tab

CAFETERIA FUND		Fiscal Impact of Proposed Agreement			
(any figures put in this table should only include those affected by agreement)		Costs Prior to the agreement for only those employees covered by this agreement.	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
Compensation		2019-20			
1	Salary Schedule- Use this column to report increase/decrease to salary schedules.	\$ 184,333	\$ -	\$ -	\$ -
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
3	Other Compensation - Increase (Decrease) Stipends, Bonuses, overtime, one-time off the salary schedule, etc.	\$ -	\$ 9,217	\$ 1,289	\$ 1,289
4	Statutory Benefits - STRS, PERS, FICA, WC, SUI, Medicare etc.	\$ 31,745	\$ 1,587	\$ 235	\$ 248
5	Health/Welfare Plans- use this to report changes to Benefit plans.	\$ -	\$ -	\$ -	\$ -
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 216,078	\$ 10,804	\$ 1,524	\$ 1,537
7	Total Number of Represented Employees (Use FTEs if appropriate)	8.53			
8	Total Compensation Average Cost per Employee	\$ 25,332	\$ 1,267	\$ 179	\$ 180
			5.00%	0.67%	0.67%

CAFETERIA FUND		Column 1	Column 2	Column 3	Column 4
(any figures put in this table should only include those affected by agreement)		Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Any Other Revisions that were not part of your last adopted Budget	Total Current Budget (Columns 1+2+3)
REVENUES					
Revenue Limit Sources (8010-8099)		\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)		\$ 1,168,884	\$ -	\$ -	\$ 1,168,884
TOTAL REVENUES		\$ 1,168,884	\$ -	\$ -	\$ 1,168,884
EXPENDITURES					
Certificated Salaries (1000-1999)		\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)		\$ 339,007	\$ 9,217	\$ -	\$ 348,224
Employee Benefits (3000-3999)		\$ 151,003	\$ 1,587	\$ -	\$ 152,590
Books and Supplies (4000-4999)		\$ 551,323	\$ -	\$ -	\$ 551,323
Services, Other Operating Expenses (5000-5999)		\$ 37,990	\$ -	\$ -	\$ 37,990
Capital Outlay (6000-6599)		\$ 15,045	\$ -	\$ -	\$ 15,045
Other Outgo (7000)		\$ 55,552	\$ -	\$ -	\$ 55,552
TOTAL EXPENDITURES		\$ 1,149,821	\$ 10,804	\$ -	\$ 1,160,725
OPERATING SURPLUS (DEFICIT)		\$ 18,963	\$ (10,804)	\$ -	\$ 8,159
TRANSFERS IN & OTHER SOURCES (8810-8979)		\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)		\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)		\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		\$ 18,963	\$ (10,804)	\$ -	\$ 8,159
BEGINNING BALANCE		\$ 412,208			\$ 412,208
Prior-Year Adjustments/Restatements (9793-9795)		\$ -			\$ -
CURRENT-YEAR ENDING BALANCE		\$ 431,171	\$ (10,804)	\$ -	\$ 420,367
Components of Ending Fund Balance		(Budgeted Designations)			(Revised Designations)
Nonspendable (9711-9719)					
Restricted (9730-9749)		\$ 431,171			\$ 420,367
Committed					
Stabilization Arrangements (9750)					
Other Commitments (9760)					
Assigned (9770-9788)					
Unassigned (9789-9790)					
Reserve for Economic Uncertainties (9789)					
Unassigned/Unappropriated (9790)					

AMENDMENT TO EMPLOYMENT CONTRACT
BETWEEN
CELSO RUIZ
AND THE HOLTVILLE UNIFIED SCHOOL DISTRICT

The Governing Board of the Holtville Unified School District (the "Board") and Celso Ruiz (the "Superintendent") agree to amend the Employment Contract Between Celso Ruiz and the Holtville Unified School District which was ratified by the Board on September 18, 2017 (the "Agreement"), and to enter into this Amendment to Employment Contract Between Celso Ruiz and the Holtville School District (the "Amendment") on the following terms and conditions.

1. Section 3 (Salary) of the Agreement is amended as follows:

Following ratification of this Amendment by the Governing Board, the Superintendent shall receive a one-time only salary payment of Eight Thousand Four Hundred and Sixty-Five Dollars (\$8,465.00) which is equivalent to 5% of the Superintendent's annual salary. This 5% one-time only salary payment is consistent with the 5% one-time off schedule salary payments approved by the Governing Board for all certificated and classified District employees for the 2019-2020 school year.

2. With the exception of the above modifications, all other terms and conditions of the Agreement shall remain in full force and effect.

The Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified in by the Board in an open session meeting of the Board.

CELSO RUIZ
Superintendent

JARED GAREWAL
President of the Governing Board

Date: _____ Date: _____

Ratified in an open session of the Governing Board on: _____

HOLTVILLE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. #2019/20-017

**RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS
OF THE SCHOOL DISTRICT**

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

WHEREAS, the Imperial County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

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

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

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

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Holtville Unified School District hereby authorizes, for fiscal year **2020-21**, temporary transfers between the following funds and authorizes the Imperial County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

- | | | |
|-----------------------------|--------------------------------|--------------------------|
| - General Fund# 010 | - Building Fund# 210 | - Debt Service Fund# 560 |
| - Adult Education Fund# 110 | - COP Fund# 215 | |
| - Cafeteria Fund# 130 | - Capital Facilities Fund# 250 | |

2. The Governing Board of the Holtville Unified School District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

PASSED AND ADOPTED by the Governing Board on July 20, 2020, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF IMPERIAL

I, Celso Ruiz, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this July 20, 2020.

Clerk/Secretary of the Governing Board



Holtville Middle School Gymnasium Sitework and Installation and
Installation of Low Voltage Systems
Bid Results

Thursday, July 15, 2020

Contractor	Attended Job Walk	Bid Summitted
ESR Construction	Y	\$714,943.00

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – July 20, 2020
AGENDA PAGE 4

ACTION/DISCUSSION continued

- F) Approval and Implementation of the off-schedule, one-time 5% compensation increase for the Classified Confidential and Management group for the 2019-20 school year as recommended by the Superintendent.** (Mr. Wells & Mr. Ruiz)
Motion: _____ Second: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____
Aye: _____ Nays: _____ Vote: _____ - _____
- G) Approval and Implementation of the off-schedule, one-time 5% compensation increase for the Certificated Management group for the 2019-20 school year as recommended by the Superintendent.** (Mr. Wells & Mr. Ruiz)
Motion: _____ Second: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____
Aye: _____ Nays: _____ Vote: _____ - _____
- H) Approve Amendment to the Superintendent's Employment Agreement providing a one-time only 5% salary bonus consistent with the 5% one-time off schedule salary payments approved by the Governing Board for all certificated, classified, classified management confidential, and certificated management District employees for the 2019-2020 school year.**
Motion: _____ Second: _____ (Mr. Wells) Pg. 65
Ayes: _____ Nays: _____ Vote: _____ - _____
- I) Board Resolution 2019/20-017 Authorizing Temporary Borrowing Between Funds of The School District.** (Mr. Wells) Pgs. 66
Motion: _____ Second: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____
Aye: _____ Nays: _____ Vote: _____ - _____
- J) Approve ESR Construction Bid Proposal for Sitework and Installation of Low Voltage Systems for the Holtville Middle School Gymnasium.**
Motion: _____ Second: _____ (Mr. Wells) Pg. 67
Ayes: _____ Nays: _____ Vote: _____ - _____
- K) Approve Board Resolution No. 2020/21-001 to name the New Gymnasium at Holtville Middle School "Patrick Ward Gymnasium"** (Mr. Ruiz & Mr. Wells)
Motion: _____ Second: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____
Aye: _____ Nays: _____ Vote: _____ - _____
- L) Approve 2020-21 45 Day Budget**
Motion: _____ Second: _____ (Mr. Wells)
Ayes: _____ Nays: _____ Vote: _____ - _____

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – July 20, 2020
AGENDA PAGE 5**

12. FUTURE BOARD MEETING DATE

Monday, August 17, 2020 is the next Regular Board Meeting

13. CLOSED SESSION (if needed)

- A) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release*
- B) Superintendent's Evaluation – Government Code section 54957*
- C) Conference with Labor Negotiators, Celso Ruiz and John Paul Wells, for the Certificated Management, Classified Confidential, and CSEA Chapter 338 employees – Government Code Section 54957.6*

14. ADJOURNMENT

** Available online <https://www.holtville.k12.ca.us>
Departments-Business-Reports*

MISSION STATEMENT

The Mission of the Holtville Unified School District is to ensure a standards-based curriculum that promotes excellence in academic, social and emotional growth for every student through the establishment of strong parent/school/community partnerships in a stable and safe learning environment.