



# HOLTVILLE UNIFIED SCHOOL DISTRICT

## Governing Board of Trustees

### Regular Board Meeting

April 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, April 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*

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*Matt Hester, Member*

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*Robin Cartee, Member*

\_\_\_\_\_

*Kevin Grizzle, Member*

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*Ricardo Mendez, Student Board 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) Negotiations with the Holtville Teachers Association – Pursuant to Government Code Section 3549.*

**5. REPORTABLE CLOSED SESSION ACTIONS:**

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – April 20, 2020  
AGENDA PAGE 2**

**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. INFORMATION ITEMS**

*Update from Principals regarding Distant Learning*

**8. COMMUNICATIONS FROM THE SCHOOL DISTRICT**

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

**9. 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: March 16, 2020* *Pgs. 2-3*  
(Supplemental Information)

**B. FINANCE AND BUSINESS**

- 1) *Warrant Orders week beginning 3/19/20 to week ending 4/9/20* *Pgs. 5-13*  
(Supplemental Information)

**C. PERSONNEL SERVICES**

- 1) *Classified Employment* *Pg. 15*  
2) *Certificated Resignation* *Pg. 16*  
3) *Classified Retirement* *Pg. 17*  
4) *Classified Management/Confidential Assignment* *Pg. 18*

**D. GENERAL BUSINESS**

*The Board is asked to approve the following items:*

- 1) *MOU Between ICOE and the HUSD Regarding the ERP System* *Pg. 20-26*  
2) *Annual Statement of Need Designated Subjects Career Technical Education 30-Day Substitute Teaching Permits* *Pgs. 27-28*  
3) *Declaration of Need for Fully Qualified Educators* *Pgs. 29-31*  
4) *Quarterly Report on Williams Uniform Complaints – April 2020* *Pg. 32*  
5) *College and Career Access Pathways, A Dual Enrollment Partnership Agreement between HUSD & Imperial Community College District* *Pgs. 33-48*  
6) *4<sup>th</sup> Quarter 2020 Grading & Credit Earning Framework & Policy: Beginning April 27, 2020* *Pgs. 49-53*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_ Nays: \_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

**BOARD OF TRUSTEES**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING – April 20, 2020**  
**AGENDA PAGE 3**

**10. PUBLIC HEARING**

- A)** *Public Hearing regarding the 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association Pg. 55*  
**B)** *Public Hearing and Proposal for Implementing School Facilities Fees as Authorized by Education Code Section S17620 and Government Codes 65995 Pg. 56*

**11. ACTION/DISCUSSION ITEMS**

*The Board is asked to approve the following items:*

- A)** *Board Resolution 2019/20-009 Increasing School Facilities Fees as Authorized by Government Code Section 65995 (b) 3 (Mr. Wells) Pgs. 58-60*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_*  
*Roll Call Vote: Garewal: \_\_\_\_\_ Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_*  
*Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

- B)** *Board Resolution 2019/20-010 Amended Resolution Providing for the Issuance and Sale of 2020 General Obligation Refunding Bonds in an Aggregate Principal Amount not to exceed \$2,890,000 to Refund the District's General Obligation Bonds, Election of 2002, Series 2012, and 2012 General Obligation Bonds (Mr. Wells) Pgs. 61-67*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_*  
*Roll Call Vote: Garewal: \_\_\_\_\_ Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_*  
*Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

- C)** *Board Resolution 2019/20-011 for Day of The Teacher May 13, 2020 (Mr. Ruiz) Pg. 68*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_*  
*Roll Call Vote: Garewal: \_\_\_\_\_ Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_*  
*Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

- D)** *Board Resolution 2019/20-012 for Classified School Employees Week May 18 – 22, 2020 (Mr. Ruiz) Pg. 69*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_*  
*Roll Call Vote: Garewal: \_\_\_\_\_ Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_*  
*Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

- E)** *Approve the 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association (Mr. Wells) Pgs. 70-74*

*Motion: \_\_\_\_\_ Second: \_\_\_\_\_*  
*Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_*

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
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**12. FUTURE BOARD MEETING DATE**

*Monday, May 18, 2020 is the next Regular Board Meeting*

**13. 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.

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***MINUTES***

**Holtville Unified School District  
Emergency Board Meeting  
Minutes – March 16, 2020**

**{Page 1 of 2}**

The Board of Trustees of the Holtville Unified School District met in an Emergency Session on March 16, 2020, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 1:33 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

**MODIFICATION OF THE AGENDA:** Mr. Ruiz asked if Item B on the Action/Discussion Items be discussed and voted on first. Moved by Trustee Abatti, Seconded by Trustee Grizzle. Ayes: 4; Nays: 0. Vote: 4-0

**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

**ACTION/DISCUSSION ITEMS**

Moved by Trustee Cartee, Seconded by Trustee Grizzle to approve Board Resolution 2019/20-008 Regarding the Delegation of Authority to the Superintendent to enter into Written Agreements Contracts and Respond to Public Health Orders as Necessary Due to the Novel Coronavirus (COVID-19). Mr. Ruiz explained that this resolution would give him the authority to make decisions based on guidelines issued by the state and county. He explained that based on a report issued by the Imperial County Health Department, our county is at a Level 1 with two confirmed cases with the COVID 19 virus. He further explained that a decision to close the schools would be made as a County. The importance of safety for the students was the top priority. In order to continue State funding the District would need to continue educational services and provide meals. Teachers and staff would continue to come to work to prepare packets and/or online teaching tools. 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 actions dictated in the letter dated March 16, 2020, regarding the Coronavirus (COVID19). The letter was a joint notice of countywide closure of all public schools written and signed by all county superintendents. The letter explains that schools will be closed from March 17, 2020 through April 17, 2020, for the safety and wellbeing of students, families and school personnel. Staff in all districts will work together to provide educational services and resources, including a meal program. The letter also states that staying home and minimizing social contact is highly recommended. The county superintendents will continue to meet and stay current with state and county guidelines on whether an extension of school closures will be necessary. Passed by unanimous votes Ayes: 4, Nays: 0.

**Holtville Unified School District  
Emergency Board Meeting  
Minutes – March 16, 2020**

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**ADJOURNMENT**

The meeting adjourned at 1:59 p.m.

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**Ben Abatti Jr., Clerk  
Holtville Unified School District**



**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***WARRANTS***

Register 000087 - 04/09/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000087, Dated 04/09/2020

20091535	149.84	Printed	010		A T & T (000008/1)
20091536	1,710.83	Printed	010		ALL VALLEY FENCE and SUPPLY (000020/1)
20091537	825.00	Printed	010		AVID CENTER (000050/2)
20091538	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
20091539	1,012.13	Printed	010		CALIBER SCREENING (000075/1)
20091540	35.00	Printed	010		CASBO (000088/2)
20091541	823.65	Printed	130		CDE CASHIERS OFFICE (000095/1)
20091542	3,246.83	Printed	010		CITY OF HOLTVILLE (000102/1)
20091543	3,832.50	Printed	010		CURRIER and HUDSON (000117/1)
20091544	377.23	Printed	010		D LUPITAS RESTAURANT (000119/1)
20091545	170.22	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
20091546	1,026.00	Printed	010		DAVID WEST INSURANCE (000121/1)
20091547	3,943.57	Printed	010		ENTERPRISE FM TRUST (000767/1)
20091548	5,047.03	Printed	010		FLEET SERVICE SPECIALISTS, LLC (000876/1)
20091549	1,003.07	Printed	130		FULTON DISTRIBUTING CO (000168/1)
20091550	3,478.29	Printed	010		H B PETROLEUM IN C (000189/1)
20091551	1,946.31	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20091552	3,932.00	Printed	215		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
20091553	350.50	Printed	010		HONORS GRADUATION LLC (000745/1)
20091554	441.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
20091555	864.64	Printed	010		IMPERIAL PRINTERS (000222/1)
20091556	945.31	Printed	010		IMPERIAL STORES (000225/1)
20091557	65.30	Printed	010		IMPERIAL TRUCK CENTER (000620/2)
20091558	1,163.01	Printed	010		IMPERIAL VALLEY PRESS (000230/1)
20091559	5,112.11	Printed	250		Jack Schreder & Associates (000824/1)
20091560	163.52	Printed	010		JOHN DEERE FINANCIAL (000324/1)
20091561	178.59	Printed	010		JONES BROS GLASS (000248/1)
20091562	295.85	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091563	264.80	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091564	190.55	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091565	280.15	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091566	170.53	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091567	40.49	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091568	68.75	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091569	109.26	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/09/2020, Filtered by (Source = A, Pay To = N,  
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000087 - 04/09/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000087, Dated 04/09/2020 (continued)

20091570	227.77	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091571	96.73	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091572	32.64	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091573	59.40	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091574	157.82	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091575	82.92	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20091576	2,339.92	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/3)
20091577	70.23	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20091578	515.10	Printed	010		MEDICAL EYE SERVICES (000276/1)
20091579	85.56	Printed	010		MONOPRICE COM (000281/1)
20091580	126.52	Printed	010		National School Forms (000870/1)
20091581	60.00	Printed	010		PEARSON EDUCATION (000301/1)
20091582	425.44	Printed	010		PEREZ-MORENO, LUPE (000563/1)
20091583	185.56	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/2)
20091584	214.51	Printed	010		PLUMBMASTER (000310/1)
20091585	2,500.00	Printed	215		PRECISION ENGINEERING (000741/1)
20091586	843.37	Printed	010		QUILL CORP (000318/1)
20091587	15,048.66	Printed	010		SCHOOL TECH SUPPLY (000352/1)
20091588	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20091589	14,910.82	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20091590	159,531.46	Printed	010		SISC I (000361/1)
20091591	448.88	Printed	010		SPARKLETT'S WATERS (000370/1)
20091592	285.19	Printed	010		STIFF, LOVETTE (000590/1)
20091593	12,369.82	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20091594	422.17	Printed	130		Tommys Screen Printing (000395/1)
20091595	177.00	Printed	010		TONYA HAWK (000879/1)
20091596	205.72	Printed	010		UNFIRST CORPORATION (000727/1)
20091597	266.12	Printed	010		Velazquez, Gerardo (000795/1)
20091598	1,156.37	Printed	010		Verizon Wireless Services LLC (000422/1)
20091599	583.19	Printed	130		VICS AIR CONDITIONING and ELE (000423/1)
20091600	358.50	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
20091601	4,590.81	Printed	010		VISION SERVICE PLAN (000424/1)
20091602	13,807.02	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
20091603	903.42	Printed	010		WATER TREATMENT SERVICES (000483/1)
20091604	81.48	Printed	010		WESTAIR GASES and EQUIPMENT (000432/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/09/2020, Filtered by (Source = A, Pay To = N,  
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000087 - 04/09/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000087, Dated 04/09/2020 (continued)

280,631.81	Number of Items	70	Totals for Register 000087
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## Org Summary

Holtville Unified School District

Check #	20091535 through	20091604 Total Count	70	\$280,631.81
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Register 000086 - 03/26/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000086, Dated 03/26/2020

20090052	1,627.09	Printed	010		A T & T (000008/1)
20090053	689.75	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20090054	15.00	Printed	010		COOPERWEST INSURANCE AGENCY (000109/1)
20090055	1,299.78	Printed	010		CROAK, CHRISTINA (000521/1)
20090056	118.50	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
20090057	144.90	Printed	010		DRYE, MITHCELL (000516/1)
20090058	374,902.49	Printed	210		ESR Construction (000864/1)
20090059	55.30	Printed	130		FBC OF HENDERSON LLC (000154/1)
20090060	302.32	Printed	010		FRANCOS AUTO ELECTRICAL (000626/1)
20090061	3,880.08	Printed	010		Full-Gorilla Apparel (000847/1)
20090062	1,792.82	Printed	130		FULTON DISTRIBUTING CO (000168/1)
20090063	270.55	Printed	010		GAS COMPANY (000172/1)
20090064	352.94	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20090065	600.00	Printed	010		ICOE (000210/1)
20090066	19.99	Printed	010		JOHN DEERE FINANCIAL (000324/1)
20090067	292.08	Printed	010		JOHNSTON, CARL J (000533/1)
20090068	462.25	Printed	010		LOPEZ, MARIA C. (000539/1)
20090069	161.91	Printed	010		MIGUEL MATA (000496/1)
20090070	44.33	Printed	010		MIRANDA, JUAN CARLOS (000866/1)
20090071	22.82	Printed	010		PARKERS PHARMACY INC (000701/1)
20090072	72.61	Printed	010		PITNEY BOWES PURCHASE POWER (000308/1)
20090073	122.80	Printed	010		QUILL CORP (000318/1)
20090074	318.35	Printed	010		SERRANO, LINDA (000572/2)
20090075	5,453.37	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20090076	1,853.30	Printed	010		SOUTHWEST SCHOOL and OFFICE SU (000369/1)
20090077	125.65	Printed	010		Sprint Communication Company (000816/2)
20090078	5,361.62	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20090079	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
20090080	550.00	Printed	010		U S POSTMASTER (000621/1)
20090081	243.30	Printed	010		US AIR CONDITIONING DISTRIBU (000411/1)
20090082	327.38	Printed	010		VALENZUELA, MARISELA (000585/1)
20090083	167.18	Printed	010		VANACKER, CHAD (000584/1)
20090084	203.75	Printed	130		VILLALOBOS, CLAUDIA (000783/1)

402,174.21

Number of Items

33 Totals for Register 000086

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 03/26/2020, Filtered by (Source = A, Pay To = N,  
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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## Org Summary

Holtville Unified School District

Check #	20090052	through	20090084	Total Count	33	\$402,174.21
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Register 000085 - 03/19/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000085, Dated 03/19/2020					
20089241	177.00	Printed	010		ACOSTA, FERNANDO (000502/1)
20089242	202.07	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20089243	199.69	Printed	010		AM COPIER SERVICE (000026/1)
20089244	270.72	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20089245	177.00	Printed	010		ARIAS, CRYSTAL (000509/1)
20089246	34.97	Printed	010		AUTO ZONE (000049/1)
20089247	787.59	Printed	010		AVILA, DAVID (000510/1)
20089248	433.00	Printed	010		CALIBER SCREENING (000075/1)
20089249	800.00	Printed	010		CENTER FOR THE COLLABORATIVE (000629/1)
20089250	682.05	Printed	010		CMS COMMUNICATIONS, INC (000792/2)
20089251	108.00	Printed	130		CULLIGAN WATER CONDITIONING (000115/1)
20089252	1,127.33	Printed	010		D LUPITAS RESTAURANT (000119/1)
20089253	404.44	Printed	010		DEL SOL MARKET (000125/1)
20089254	1,200.44	Printed	130		DOMINOS PIZZA (000142/1)
20089255	182.96	Printed	010		DRYE, MITHCELL (000516/1)
20089256	165.90	Printed	130		FBC OF HENDERSON LLC (000154/1)
20089257	224.38	Printed	010		FERGUSON ENTERPRISES INC (000156/2)
20089258	726.50	Printed	010		FORENSIC DRUG TESTING (000162/1)
20089259	191.07	Printed	010		FULTON DISTRIBUTING CO (000168/1)
20089260	344.00	Printed	010		GEORGES PIZZA (000177/1)
20089261	69.47	Printed	010		GOODSELL, MICHAEL (743 - Emp)
20089262	155.86	Printed	130		HARBOR FREIGHT (000190/1)
20089263	177.00	Printed	010		HAYDEN, EULALIA (000538/1)
20089264	1,341.35	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20089265	23,366.77	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20089266	25.73	Printed	010		IMPERIAL STORES (000225/1)
20089267	1,952.00	Printed	010		JOHNSON CONTROLS FIRE (000484/1)
20089268	23.15	Printed	010		JOHNSON, MICHELLE N (964 - Emp)
20089269	254.90	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20089270	2,339.92	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/3)
20089271	221.23	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20089272	1,564.00	Printed	215		LANDMARK CONSULTANTS, INC (000717/1)
20089273	275.30	Printed	110		LEDEZMA, FERNANDA (000611/1)
20089274	26.97	Printed	010		LOPEZ, KAROLINA F (1116 - Emp)
20089275	383.63	Printed	010		LOPEZ, MARIA C. (000539/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 03/19/2020, Filtered by (Source = A, Pay To = N,  
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

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Register 000085 - 03/19/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000085, Dated 03/19/2020 (continued)

20089276	170.00	Printed	010		MISTY D. STACEY (000711/1)
20089277	423.10	Printed	010		MORENO, JOSE M. (000875/1)
20089278	100.00	Printed	010		PenServ Plan Services, Inc. (000458/1)
20089279	3,569.19	Printed	010		PEREZ-MORENO, LUPE (000563/1)
20089280	40.00	Printed	010		PERMA BOUND (000304/1)
20089281	185.33	Printed	010		QUILL CORP (000318/1)
20089282	158.56	Printed	010		R S D (000320/1)
20089283	571.13	Printed	010		RABOBANK-NA (000322/2)
20089284	488.55	Printed	010		ROTO ROOTER SEWER (000332/1)
20089285	141.76	Printed	010		SALAZAR, MARTHA A (1817 - Emp)
20089286	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20089287	5,500.77	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20089288	150.00	Printed	010		SOUTHWEST HIGH SCHOOL (000613/1)
20089289	4,547.10	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20089290	149.00	Printed	010		TERRILL, TIFFANY (000588/1)
20089291	177.00	Printed	010		TUMBAGA, NICOLE (000587/1)
20089292	105.76	Printed	010		UNFIRST CORPORATION (000727/1)
20089293	23.15	Printed	010		VANACKER, CHAD D (2104 - Emp)
20089294	24.36	Printed	010		Velazquez, Gerardo (000795/1)
20089295	334.50	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
20089296	519.70	Printed	010		VILLEGAS, BRENDA (000596/1)
20089297	93.42	Printed	010		WATER TREATMENT SERVICES (000483/1)

58,544.77

Number of Items

57 Totals for Register 000085

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 03/19/2020, Filtered by (Source = A, Pay To = N,  
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

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## Org Summary

Holtville Unified School District

Check #

20089241 through

20089297 Total Count

57

\$58,544.77

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***PERSONNEL***

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## MEMORANDUM

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED EMPLOYMENT FOR 2019/20  
**DATE:** APRIL 20, 2020

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The Board is requested to approve the following Classified Employment:

- |                          |                     |          |
|--------------------------|---------------------|----------|
| 1. Maria Elena Garibaldi | Pupil Supervisor    | Finley   |
| 2. Jessica Rodriguez     | Cafeteria Worker II | District |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED RESIGNATION  
**DATE:** APRIL 20, 2020

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The Board is requested to accept the following Certificated Resignation:

A)

1. Alicyn Monita	Teacher	HHS	Effective 6/5/20
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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED RETIREMENT  
**DATE:** APRIL 20, 2020

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The Board is requested to accept the following Classified Retirement:

A)

1. Mirna Medel

Paraprofessional

Pine

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**MEMORANDUM**

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

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

1. Diana Perez Estrada      Accounting/Human Resources Supervisor      Effective April 1, 2020

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***GENERAL BUSINESS***





IMPERIAL COUNTY  
OFFICE OF EDUCATION

J. Todd Finnell, Ed.D.  
County Superintendent of Schools

1398 Sperber Road, El Centro, CA 92243  
Phone: (760) 312-6464 Fax: (760) 312-6565 www.icoe.org

**Memorandum of Understanding**  
**Between the Imperial County Office of Education and the Holtville Unified School District Regarding the ERP System**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and the Holtville Unified School District (Subscriber) for the ICOE to maintain and make available to Subscriber a business process management system of integrated fiscal, HR, and Payroll applications (ERP System) for the 2020-2021 Fiscal Year (with provisions for automatic renewal).

The terms of this Agreement are as follows:

1. **Effective Date and Term.** The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from July 1, 2020 through June 30, 2021, but shall automatically renew for a one-year period, unless ICOE or Subscriber communicates to the other party at least 120 days prior to the end of the Term a desire to end the Agreement at the current termination date. Such automatic renewal shall continue from term to term until either Party communicates a desire to end the Agreement as set forth herein.
2. **Definitions.**
  - a. "Parties" refers to both ICOE and Subscriber collectively.
  - b. "Party" refers to either ICOE or Subscriber.
  - c. "Fiscal year" means the annual period that begins on July 1 and ends on June 30 of the subsequent calendar year.
3. **ICOE Obligations:**
  - a. ICOE will manage and operate the ERP System and provide Subscriber, as a participating school district in Imperial County, with access to the following computer business services:
    - i. Accounts Payable
    - ii. Accounts Receivable
    - iii. Budgeting
    - iv. General Ledger
    - v. Position Control
    - vi. Employee Management
    - vii. Leaves of Absence
    - viii. Credentials
    - ix. Payroll
    - x. Retirement

- b. Maintain the ERP system to meet the requirements of this Agreement and any federal and state reporting requirements.
- c. Work with Subscriber to evaluate potential changes to the ERP system with consideration of costs and feasibility.
- d. Provide documentation, training and basic support to Subscriber in the usage of the ERP system and related system enhancements.

4. **Subscriber Obligations:**

- a. Subscriber will use access to the ERP system responsibly and consistent with ICOE policies.
- b. Subscriber will ensure that all of its users who are permitted access to the ERP system will use said access responsibly and that the services or access to the services and/or information are not used for:
  - i. Unlawful activities
  - ii. Commercial purposes and or personal financial gain
  - iii. In a manner that violates the confidentiality and privacy of the ERP system data
  - iv. In a manner that violates any ICOE intellectual property rights
- c. Subscriber will not extend the ICOE ERP system services to other individuals or agencies. Subscriber use shall be strictly limited to Subscriber.
- d. Monetary Obligations: In exchange for services provided by ICOE under this Agreement, Subscriber will compensate ICOE as follows:
  - i. Total Cost to Subscriber: Subscriber agrees to pay the ICOE for the services rendered based on the Cost Model set out below.
  - ii. Cost Model: The cost allocation is based on the level of usage of the ERP system.
    - 1. The cost is distributed across all subscribers based on the count of commercial and payroll warrants issued during the fiscal year two years prior to the Term of the Agreement, allocating 25% of the cost to commercial warrants activity and 75% to payroll warrants activity as detailed in Appendix A - Cost allocation.
    - 2. For subsequent Terms (assuming automatic renewal as set forth in Paragraph 1), the ICOE shall notify Subscriber in writing of its estimate of the next year's Total Cost no later than 120 days prior to the end of the current Term (which shall assume continued participation of the then current subscribers and will be subject to changes should the current subscribers non-renew or new subscribers enter the ERP system).
  - iii. Billing: ICOE shall collect payment from the Subscriber on a monthly basis for the above services for the Term of the Agreement. Payment will be collected by ICOE through an inter-district fund transfer. If the Subscriber does not have the capability of a direct transfer of funds, ICOE will invoice the Subscriber on a monthly basis for the above services. Within 30 days of receiving the ICOE's invoice, the Subscriber shall pay the invoiced amount to ICOE.

5. **Termination:**

- a. Either Party may terminate this Agreement for any reason or no reason upon a 90-day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- b. In the event that the Subscriber fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- c. In the event that ICOE fails to perform on a material term of this Agreement, then the Subscriber shall have the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.

6. **Additional Services.** In the event that the Subscriber requires services from ICOE in addition to those set forth in this Agreement, the Subscriber shall compensate ICOE for costs incurred by those additional services. If the Subscriber believes that additional services are necessary or desirable, and they are agreeable by both Parties, ICOE shall submit a written description of the additional services to the Subscriber, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

7. **Indemnification.**

- a. The Subscriber agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE arising out of the Subscriber's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the Subscriber shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The Subscriber shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.
- b. ICOE agrees to indemnify, defend, and hold harmless the Subscriber, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the Subscriber arising out of ICOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of Subscriber, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the Subscriber under this Agreement, ICOE shall reimburse the Subscriber for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action.

8. **Insurance.**

- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent
- b. Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- c. Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.

- d. The Parties acknowledge that ICOE is permissibly self-insured under California law.
- e. Upon request, each Party shall provide proof of said insurance to the other Party.

9. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
  - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
  - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.
10. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
11. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and the Subscriber and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
12. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
13. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

14. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
15. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
16. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
17. **Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
18. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
19. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
20. **Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
21. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
22. **Disclaimer of Warranties.** The use of the ERP System is on an as-is basis at the election of the Subscriber. Other than as is set forth in this Agreement, neither Party makes any representations or warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
23. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

Parties shall promptly update each other when representatives and contact information change.

**The Parties' representatives shall be:**

<b><u>Imperial County Office of Education:</u></b>	<b><u>School District:</u></b>
Name: <b>Norma Fajardo</b>	Name: <b>Celso Ruiz</b>
Title: <b>Chief Business Officer</b>	Title: <b>Superintendent</b>
Address: <b>1398 Sperber Road.</b>	Address: <b>621 E. 6<sup>th</sup> Street</b>
City, State, ZIP: <b>El Centro, CA 92243</b>	City, State, ZIP: <b>Holtville, CA 92250</b>
Phone: <b>(760) 312-6585</b>	Phone: <b>(760) 356-2974</b>
Email: <b>nfajardo@icoe.org</b>	Email: <b>celso@husd.net</b>
<b>IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.</b>	
<b><u>For the Imperial County Office of Education</u></b>	<b><u>For the School District</u></b>
By: _____	By: _____
<b>J. Todd Finnell, Ed.D. County Superintendent of Schools</b>	<b>Celso Ruiz, Superintendent Holtville Unified School District</b>
Date: _____	Date: _____

ERP Cost Allocation					Budget Fiscal Year 2019-20: 1,123,461.00					Budget Fiscal Year 2020-21: 1,123,461.00					
										APY 25% PAY 75%					
	Counts from Fiscal Year 2018				Fiscal Year 2019-20			Counts from Fiscal Year 2019				Fiscal Year 2020-21			(+/ -)
	APYTrans		PayTrans		APY	PAY	APYTrans	PayTrans		APY	PAY				
	25%		75%		25%	75%	25%		75%	25%	75%				
1 Imperial Valley College	0	0.00%	9322	11.74%	-	98,893.03	98,893.03	4	0.01%	10229	12.15%	23.38	102,357.51	102,380.89	3,487.87
10 Brawley Elementary	1851	4.21%	6296	7.93%	11,820.59	66,791.51	78,612.11	2116	4.40%	6776	8.05%	12,369.11	67,804.72	80,173.83	1,561.72
12 Brawley High	2021	4.60%	2805	3.53%	12,906.22	29,757.02	42,663.24	1969	4.10%	3155	3.75%	11,509.82	31,570.82	43,080.64	417.40
15 Calexico Unified	4477	10.18%	15328	19.30%	28,590.39	162,608.06	191,198.44	5521	11.49%	16065	19.08%	32,273.08	160,756.03	193,029.11	1,830.67
18 Calipatria Unified	1974	4.49%	2065	2.60%	12,606.08	21,906.68	34,512.76	2017	4.20%	2210	2.62%	11,790.40	22,114.59	33,904.99	(607.78)
21 Central Union High	2795	6.36%	6322	7.96%	17,849.03	67,067.34	84,916.37	3226	6.71%	6574	7.81%	18,857.63	65,783.39	84,641.02	(275.36)
24 El Centro Elementary	3593	8.17%	8668	10.91%	22,945.11	91,955.03	114,900.14	5050	10.51%	9236	10.97%	29,519.84	92,420.96	121,940.80	7,040.67
27 Heber Elementary	1466	3.33%	2454	3.09%	9,361.96	26,033.41	35,395.38	1511	3.14%	2643	3.14%	8,832.57	26,447.44	35,280.02	(115.36)
30 Holtville Unified	1969	4.48%	3002	3.78%	12,574.15	31,846.91	44,421.06	1989	4.14%	3558	4.23%	11,626.73	35,603.48	47,230.21	2,809.15
33 Imperial Unified	2518	5.73%	5925	7.46%	16,080.10	62,855.74	78,935.83	2430	5.06%	6222	7.39%	14,204.60	62,261.07	76,465.66	(2,470.17)
36 Magnolia Elementary	371	0.84%	177	0.22%	2,369.23	1,877.72	4,246.94	396	0.82%	213	0.25%	2,314.82	2,131.41	4,446.23	199.29
39 McCabe Elementary	1187	2.70%	1912	2.41%	7,580.25	20,283.57	27,863.82	1372	2.86%	2013	2.39%	8,020.05	20,143.29	28,163.33	299.51
42 Meadows Elementary	1099	2.50%	1055	1.33%	7,018.28	11,192.03	18,210.31	1286	2.68%	1276	1.52%	7,517.33	12,768.42	20,285.75	2,075.44
45 Mulberry Elementary	430	0.98%	140	0.18%	2,746.01	1,485.20	4,231.20	396	0.82%	149	0.18%	2,314.82	1,490.98	3,805.81	(425.40)
48 San Pasqual Valley Unified	1417	3.22%	1814	2.28%	9,049.05	19,243.93	28,292.98	1493	3.11%	1873	2.22%	8,727.35	18,742.36	27,469.71	(823.27)
51 Seeley Elementary	782	1.78%	705	0.89%	4,993.90	7,479.04	12,472.94	905	1.88%	830	0.99%	5,290.19	8,305.48	13,595.67	1,122.73
54 Westmorland Elementary	1006	2.29%	869	1.09%	6,424.38	9,218.84	15,643.22	1066	2.22%	1054	1.25%	6,231.32	10,546.96	16,778.27	1,135.06
60 ICOE	10888	24.76%	8381	10.55%	69,531.41	88,910.37	158,441.78	11910	24.79%	8370	9.94%	69,620.07	83,755.24	153,375.31	(5,066.46)
61 ICOE - K12HSN	791	1.80%	0	0.00%	5,051.37	-	5,051.37	-	0.00%	-	0.00%	-	-	-	(5,051.37)
68 IVROP	3254	7.40%	2186	2.75%	20,780.24	23,190.32	43,970.55	3306	6.88%	1758	2.09%	19,325.27	17,591.60	36,916.87	(7,053.68)
71 ICOE-SIPIC	19	0.04%	0	0.00%	121.34	-	121.34	20	0.04%	-	0.00%	116.91	-	116.91	(4.42)
77 ICOE-JTPA	11	0.03%	0	0.00%	70.25	-	70.25	7	0.01%	-	0.00%	40.92	-	40.92	(29.33)
80 ICOE-IVTA	47	0.11%	0	0.00%	300.14	-	300.14	47	0.10%	-	0.00%	274.74	-	274.74	(25.41)
102 Balington Academy	15	0.03%	0	0.00%	95.79	-	95.79	11	0.02%	-	0.00%	64.30	-	64.30	(31.49)
	43,981	100.0%	79,426	100.00%	280,865.25	842,595.75	1,123,461.00	48,048	100.0%	84,204	100.00%	280,865.25	842,595.75	1,123,461.00	(0.00)



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## **ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS**

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### **INSTRUCTIONS TO THE EMPLOYER**

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*



**This form must be signed by either:**

- ☒ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

- ☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

- ☒ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

- ☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

	Holtville Unified School District	March 26, 2020
<i>Signature of the District Superintendent</i>	<i>District</i>	<i>Date</i>
	Imperial	March 26, 2020
<i>Signature of the County Superintendent of Schools</i>	<i>County</i>	<i>Date</i>

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-21

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Holtville Unified School District District CDS Code: 63149

Name of County: Imperial County CDS Code: 13

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04 / 20 / 20 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Celso Ruiz</u>		<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>(760)356-4936</u>	<u>(760)356-2974</u>	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
	<u>621 E 6th Street</u>	
	<i>Mailing Address</i>	
	<u>celso@husd.net</u>	
	<i>E-Mail Address</i>	

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	2
Special Education	1
TOTAL	3

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. Internships are offered by the Universities

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.

San Diego State University

National University

University of Phoenix

If no, explain why you do not participate in an internship program.

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on *Williams* Uniform Complaints**  
[Education Code § 35186(d)]

District: Holtville Unified School District  
Person completing this form: Ann Heraz

Title: Admin. Assistant

Quarterly Report Submission Date: *(check one)*

☐ October 2019

Quarter Ending Sept. 30, 2019

☐ January 2020

Quarter Ending Dec. 31, 2019

☒ April 2020

Quarter Ending Mar. 31, 2020

☐ July 2020

Quarter Ending June 30, 2020

Date for information to be reported publicly at governing board meeting: 4/20/2020

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Facilities Conditions	0		
Teacher Vacancy or Misassignment	0		
TOTALS	0		

Celso Ruiz

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
2020-2021**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Imperial Community College District (“COLLEGE”) and Holtville Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Imperial Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in Imperial County and within the regional service area of the COLLEGE, unless otherwise specified and agreed; and

WHEREAS, the COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, and the COLLEGE;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for one year beginning on June 1, 2020 and ending on June 30, 2021, and requires renewal each year by June 1, unless otherwise terminated in accordance with Section 18 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college

District for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- 13 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.
- 14 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership.

## **2. DEFINITIONS**

- 21 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of the COLLEGE and applicable law.
- 22 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”
- 23 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

## **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving

students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

- 32 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable laws and policies.
- 33 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable laws and policies.
- 34 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 35 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil 's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.
- 36 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 37 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and



procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

- 43 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE. The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 44 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121.

## **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 Participating students must meet all COLLEGE prerequisite requirements as established and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.3 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript.
- 5.4 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.5 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, and assistance with assessment and placement are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.6 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated

according to COLLEGE policy.

- 5.7 A course dropped within the COLLEGE drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

## **6. CCAP AGREEMENT COURSES**

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement.
- 6.2 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement.
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the COLLEGE academic department.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL

DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 69 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 7.4 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at

the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 91 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT.
- 92 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE.
- 93 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with COLLEGE procedures and academic standards.
- 94 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information:
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
  - The total number of full-time equivalent students generated by CCAP partnership community college district participants.

## **10. APPORTIONMENT**

- 101 The COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 102 The attendance of a high school pupil at a community college as a special part-time

or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002.

## **11. CERTIFICATIONS**

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 The COLLEGE certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended.
- 11.5 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- 11.6 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
- 11.7 The COLLEGE certifies that:
  - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE.
  - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE.

- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit.

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

## **13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

## **14. REIMBURSEMENT**

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

## **15. FACILITIES**

- 15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE.
- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

## **16. INDEMNIFICATION**

- 16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. NON-DISCRIMINATION**

- 17.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **18. TERMINATION**

- 18.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 19 below.

## **19. NOTICES**

- 19.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

IMPERIAL VALLEY COLLEGE  
VICTOR TORRES,  
ASSOCIATE DEAN OF WORKFORCE DEV. AND  
NON-TRADITIONAL INSTRUCTION  
380 EAST ATEN ROAD, IMPERIAL, CA. 92251  
ATTENTION: VICTOR TORRES

HOLTIVILLE UNIFIED SCHOOL DISTRICT  
CELSO RUIZ,  
SUPERINTENDENT  
621 E. SIXTH STREET, HOLTIVLLE, CA 92250  
ATTENTION: CELSO RUIZ

**20. INTEGRATION**

20.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**21. MODIFICATION AND AMENDMENT**

21.1 Modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be made in writing and signed by the Parties.

**22. GOVERNING LAWS**

22.1 This agreement shall be interpreted according to the laws of the State of California.

**23. SEVERABILITY**

23.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**24. COUNTERPARTS**

24.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_  
DATE

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

Celso Ruiz  
SCHOOL DISTRICT SUPERINTENT

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

Dr. Martha Garcia  
COLLEGE SUPERINTENDENT/PRESIDENT



## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Imperial Community College District (“COLLEGE”) and Holtville Unified School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement.
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership.
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually or on or before April 2019 and follow the protocols set forth in (a) and (b) of this section.
- d. The COLLEGE and SCHOOL DISTRICT point of contact:

LOCATION	NAME	TELEPHONE	EMAIL
College:	Victor Torres	760-355-6311	<a href="mailto:victor.torres@imperial.edu">victor.torres@imperial.edu</a>
School District:	Celso Ruiz	760-312-5819	<a href="mailto:celso@husd.net">celso@husd.net</a>

*Note: Reference AB 288 (Education Code § 76004)*

## **2. STUDENT SELECTION**

- a. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”
- b. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE.
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential.

## **3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

**CCAP AGREEMENT PROGRAM YEAR 2020-21** - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor. The employer of record is the Imperial Community College District.

4.

PROGRAM YEAR: 2020-2021 COLLEGE: Imperial Valley College

SCHOOL DISTRICT: Holtville Unified School District HIGH SCHOOL: Holtville High School

TOTAL NUMBER OF STUDENTS TO BE SERVED: Up to 150				TOTAL PROJECTED FTES: 15.42		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	LOCATION
1. American Government & Politics	POLS 102	Fall 2020	2:00 -5:35 PM	W	TBD	High School Campus
2. Religious of the Modern World	REL 100	Spring 2021	2:00 -5:35 PM	W	TBD	High School Campus

5. **Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered:

Students are being prepared to be college-ready by taking IVC General Education requirements. Students are being prepared to be career-ready by taking IVC Career Education courses.

*Note: Reference AB 288 (Education Code 76004)*

## **6. MANDATED ANNUAL STATE REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before July 1, 2019 and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE shall annually report the student data to the office of the Chancellor of the California Community Colleges.
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement.
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site.
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement.
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## **7. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## **8. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence.

- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## **9. FACILITIES USE**

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section
- b. 15, Facilities, of this CCAP Agreement.

# Holtville Unified School District

## 4th Quarter 2020 Grading and Credit Earning

### Framework and Policy: Beginning April 27, 2020

## I. Introduction

The spread of the COVID-19 virus around the country quickly and dramatically altered our school year, forcing schools to close suddenly on March 17, 2020. However, as per the California Governor's directive, this closure does not lift the responsibility that California schools must continue educating students. It is during this challenging time that our schools have been tasked with the challenge of educating students from afar, utilizing existing technology, innovating new teaching methods, and pioneering alternative means to keep our students engaged in learning.

Over the past few weeks, while our staff has been diligently working to keep educating students, the HUSD Administration Team has been busy preparing for the weeks to come. While we remain hopeful that the COVID-19 virus will be defeated, and that we may return back to school, we must temper our optimism with the reality that our schools may not be allowed to open for the remainder of the 2019-20 school year. This brings about many questions that must be answered. One of the most asked of these questions is, "How will our schools handle grading if the schools do not re-open?" Though we may not have all of the answers to the questions you are seeking, our team has gone through the difficult task of addressing how grades will be assigned should we be forced to remain closed for the remainder of the school year.

The document that follows is our district's attempt to address this immediate concern — student grades. We know that there will be other questions concerning student events, including promotion and graduation ceremonies. At this time, we ask for your continued patience as we await further news from State and Local authorities. For now, we ask that you please read the following grading policy that takes effect April 27, 2020. Please review the following carefully in order to help your student to progress and achieve as much as possible in the remaining weeks of the 2019-20 school year.

## II. Grading and Credit Guidelines:

Active participation in distance learning is an expectation of all students during the remainder of the 2019-2020 school year. The following are guidelines by grade level:

### GRADES TK-5

- All classes and subjects during the 4<sup>th</sup> quarter of the 2019-2020 school year will be graded on a "Pass/Fail" credit model. Students will receive credit if they complete the work assigned to them between April 27, 2020 and June 4, 2020.
  - Pass: 60% or better with completion of coursework per subject area

- Fail: 59.99% or lower and student is not completing coursework that is assigned per subject area
- Consideration will be given for modifications and accommodations for students with IEPs, 504s, and students who are English Language Learners.
- All students in grades TK-5 who were meeting grade level criteria at the end of the 3<sup>rd</sup> quarter must complete the assigned work (April 27, 2020 to June 4, 2020) to meet promotion criteria.
  - All course work from March 17 - April 9, 2020 will have a positive impact on the grade and incomplete work will not affect the final grade.
- Students in grades TK-5 who were not meeting promotion criteria on March 13, 2020 will be evaluated on a case by case basis for the work completed from April 27, 2020 to June 4, 2020.
- If the student has made no effort to complete work, nor contacted the school or teacher in any format, they may receive no credit. Any student who is failing as of May 8, 2020 will receive a deficiency notice the following week.

## GRADES 6-8

- All classes and subjects during the 4<sup>th</sup> quarter of the 2019-2020 school year will continue to be graded on a letter grade model. Students will be graded on the work assigned between April 27, 2020 and June 4, 2020.
- Consideration will be given for modifications and accommodations for students with IEPs, 504s, and students who are English Language Learners.
- All students in grades 6-8 who were meeting grade level criteria at the end of the 3<sup>rd</sup> quarter must complete the assigned work (April 27, 2020 to June 4, 2020) to meet promotion criteria.
- All course work from March 17 - April 9, 2020 will have a positive impact on the grade and incomplete work will not affect the final grade.
- Students in grades 6-8 who were not meeting promotion criteria on March 13, 2020 will be evaluated on a case-by-case basis for the work completed from April 27, 2020 to June 4, 2020.
- If the student has made no effort to complete work, nor contacted the school or teacher in any format, they may receive no credit. Any student who is failing as of May 8, 2020 will receive a deficiency notice the following week.
- If the student has made an effort to complete the work, their semester grade will be no lower than their 3<sup>rd</sup> quarter grade.

- The semester grade may regress to a lower grade if no attempt to complete work has been made, and/or no contact with the school has been attempted. The semester grade will regress no more than one letter grade from the 3<sup>rd</sup> quarter grade.
- The District guidelines for the 8<sup>th</sup> grade promotion/activities remain in place. Work completed during the 4<sup>th</sup> quarter will be taken into consideration for 8<sup>th</sup> grade promotion/activities eligibility.

## GRADES 9-12

Active participation in distance learning is an expectation of all students during the remainder of the 2019-2020 school year. The following are guidelines for grading:

- The 3<sup>rd</sup> quarter grade will be utilized as the baseline for the semester grades.
- If the student has made an adequate effort to complete online work and meets teacher expectations of quality, the work can only maintain or improve the student's final semester grade.
- If the student completes partial work, or work that does not meet teacher expectations of quality, the student's final semester grade may be reduced by one letter grade.
- If a student is failing but increases their effort and demonstrates increasing ability during the 4<sup>th</sup> quarter (April 20 - June 4, 2020), they may earn full credit for the final semester grade.
  - All course work from March 17 - April 9, 2020 will have a positive impact on the grade and incomplete work will not affect the final grade.
- If the student has made no effort to complete work, nor contact the school or teacher in any form, the teacher has the option to:
  - Issue the letter grade that is reflective of the student's achievement.
  - Issue pass/fail for the second semester under special circumstances.
- Considerations will be given for modifications and accommodations for students with IEPs, 504s, and students who are English Language Learners.
- If there are extenuating circumstances that have prevented the student from participating in distance learning, these will be reviewed on an individual basis to determine grading outcomes by the teacher and site administration.
- Students already enrolled in, and working on, an online course such as Edgenuity, APEX, A+ Credit Recovery, or Sam Webb/Alternative Education, will proceed as normal.



- If the student has made no effort to complete work, nor contacted the school or teacher in any format, they may receive no credit. Any student who is at risk of failing as of May 8, 2020 will receive a deficiency notice the following week.
- Grades for Seniors are due from teachers on May 24th at 11:59 pm.
- Grades for Freshmen, Sophomores, and Juniors are due from teachers on June 4<sup>th</sup> at 11:59 pm.

### III. References from the California Department of Education (CDE)

From Executive Order (N-26-20) issued on March 4, 2020 #2(i):

"If an LEA closes its schools to address the COVID-19, as provided in paragraph 4 of this Order, the LEA will continue to receive State funding to support the following during the period of closure:

- Continue providing high-quality educational opportunities to students, to the extent feasible through, among other options, distance learning and/or independent study"

From State Superintendent of Public Instruction, Tony Thurmond, in his statement released March 31, 2020:

"Due to the current safety concerns and needs for ongoing social distancing, it currently appears that our students will not be able to return to school campuses before the end of the school year. In order to allow schools to plan accordingly, and to ensure that learning still occurs until the end of the school year, we are suggesting that schools plan and prepare to have their curriculum carried out through a distance learning model. This is in no way to suggest that school is over for the year, but rather we should put all efforts into strengthening our delivery of education through distance learning."

### IV. References from the U.S. Department of Education

From the Supplemental Fact Sheet, "Addressing the Risk of COVID-19 in Preschool, Elementary and Secondary Schools While Serving Children with Disabilities", issued March 21, 2020:

"To be clear: ensuring compliance with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act (Section 504), and Title II of the Americans with Disabilities Act should not prevent any school from offering educational programs through distance instruction.

School districts must provide a free and appropriate public education (FAPE) consistent with the need to protect the health and safety of students with disabilities and those individuals providing education, specialized instruction, and related services to these students. In this unique and ever-changing environment, OCR and OSERS recognize that these exceptional circumstances may affect how all educational and related services and supports are provided,

and the Department will offer flexibility where possible. However, school districts must remember that the provision of FAPE may include, as appropriate, special education and related services provided through distance instruction provided virtually, online, or telephonically.

The Department understands that, during this national emergency, schools may not be able to provide all services in the same manner they are typically provided. While some schools might choose to safely, and in accordance with state law, provide certain IEP services to some students in-person, it may be unfeasible or unsafe for some institutions, during current emergency school closures, to provide hands-on physical therapy, occupational therapy, or tactile sign language educational services. Many disability-related modifications and services may be effectively provided online. These may include, for instance, extensions of time for assignments, videos with accurate captioning or embedded sign language interpreting, accessible reading materials, and many speech or language services through video conferencing."

#### IV. Holtville Unified School District Contact Protocol

- We understand that this is a difficult time for Holtville students, parents, and guardians. We also know that there may be many questions regarding the above grading framework. To ensure that we are adequately able to address concerns in a timely fashion, we ask that parents and guardians refer questions first to the student's teacher. If a satisfactory answer is not provided, or if you feel that your student has additional needs, we ask that you then contact the site Principal(s).

Finley Elementary School  
Mrs. Lupita Perez  
[lperez@husd.net](mailto:lperez@husd.net)

Pine Elementary School  
Mrs. Patricia Harrison  
[pharrison@husd.net](mailto:pharrison@husd.net)

Holtville Middle School  
Mr. Eric Velazquez  
[evelazquez@husd.net](mailto:evelazquez@husd.net)

Holtville High School  
Mr. Anthony Arevalo  
[aarevalo@husd.net](mailto:aarevalo@husd.net)

Freedom Academy  
Mr. Mitchell Drye  
[mdrye@husd.net](mailto:mdrye@husd.net)

Sam Webb High School  
Mr. Mitchell Drye  
[mdrye@husd.net](mailto:mdrye@husd.net)

- If you have contacted the school site Principal, and feel you need additional assistance, you may contact the District Office Administration.

Mrs. Marjorie Stacey  
Special Education Director  
[margie@husd.net](mailto:margie@husd.net)

Mr. John-Paul Wells  
Assistant Superintendent  
[jpwells@husd.net](mailto:jpwells@husd.net)

Mr. Celso Ruiz  
Superintendent  
[celso@husd.net](mailto:celso@husd.net)

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***PUBLIC HEARING***

**Holtville Unified School District**

**PUBLIC HEARING ANNOUNCEMENT**

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The community and general public are invited to attend a public hearing regarding the Holtville Unified School District's 2019-20 and 2020-21 Tentative Agreement between the Holtville Unified School District and Holtville Teachers Association.

The meeting will take place on Monday, April 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.

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Ann Heraz, HUSD Administrative Assistant

Posted on April 9, 2020  
HUSD Administration Office  
Holtville Middle School  
Holtville High School

**Holtville Unified School District**

**PUBLIC HEARING ANNOUNCEMENT**

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The community and general public are invited to attend a public hearing regarding the Holtville Unified School District's Proposal for Implementing School Facilities Fees as Authorized by Education Code Section S17620 and Government Codes 65995.

The meeting will take place on Monday, April 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.

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Ann Heraz, HUSD Administrative Assistant

Posted on April 9, 2020  
HUSD Administration Office  
Holtville Middle School  
Holtville High School

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***ACTION/DISCUSSION***

**RESOLUTION NO. 2019/20-009**  
**A RESOLUTION OF THE GOVERNING BOARD OF THE**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY**  
**GOVERNMENT CODE SECTION 65995 (b) 3**

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 22, 2020, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$4.08 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.66 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of up to \$4.08 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of up to \$0.66 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.66 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.16 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Holtville Unified School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled April 20<sup>th</sup>, 2020, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated March 9, 2020, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.

- B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$4.08 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.66 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.66 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.16 per square foot.
  4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
    - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
    - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
    - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
  5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but



not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. Commencement Date. The effective date of this Resolution shall be June 19<sup>th</sup>, 2020 which is 60 days following its adoption by the Board.
9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Imperial County and to the Planning Commission and City Council of the City of Holtville.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Holtville Unified School District this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President, Governing Board  
Holtville Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board  
Holtville Unified School District

## HOLTVILLE UNIFIED SCHOOL DISTRICT BOARD ACTION INFORMATION

**DATE:** April 20<sup>th</sup>, 2020

**RE:** Approval of Amended Resolution 2019/20-010 Providing for the Issuance and Sale of 2020 General Obligation Refunding Bonds in an Aggregate Principal Amount not to exceed \$2,890,000 to Refund the District's General Obligation Bonds, Election of 2002, Series 2012, and 2012 General Obligation Bonds

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### **BACKGROUND:**

In 2012, the District issued \$980,000 of its Election of 2002 Bonds. Also in 2012 the District issued \$2,065,000 of 2012 General Obligation Refunding Bonds to refinance a portion of its 2002 Election Series 2003 Bonds.

### **CURRENT CONSIDERATIONS:**

Due to favorable bond market conditions there is presently an opportunity to refinance more of the above mentioned bonds than was possible when the Board adopted Resolution No. 2019/20-007 on March 9, 2020 which will result in increased savings to the District's property taxpayers. The 2020 General Obligation Refunding Bonds are now proposed to be issued in the maximum principal amount of \$2,890,000. The Bonds will be issued on a taxable basis since advance refunding bonds, such as the 2020 Refunding Bonds, may not be issued on a tax exempt basis. Advance refunding occurs when the prior bonds being refunded are not subject to redemption within 90 days of the issuance of the refunding bonds. The 2020 Refunding Bonds will be sold by private placement which, for small bond issues, is often more cost effective and quicker than the typical underwriting process normally used for larger bond issues.

### **FINANCIAL IMPLICATIONS:**

There is no impact on the District's general operating fund.

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT**

**AMENDED RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF  
2020 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE  
PRINCIPAL AMOUNT NOT TO EXCEED \$2,890,000 TO  
REFUND OUTSTANDING GENERAL OBLIGATION BONDS AND  
APPROVING RELATED DOCUMENTS AND ACTIONS**

**RESOLUTION NO. 2019/20-010**

**WHEREAS**, the Holtville Unified School District (the "District") Board of Trustees (the "Board") adopted Resolution No. 2019/20-007 on March 9, 2020 authorizing issuance of not to exceed \$2,500,000 aggregate principal amount of 2020 General Obligation Refunding Bonds, and due to favorable market conditions it is now advantageous to adopt an amended resolution to increase the amount of Refunding Bonds in order to refund an increased amount of Prior Bonds and thereby increase the savings to District taxpayers; and

**WHEREAS**, the Holtville Unified School District (the "District") previously caused the issuance of its \$980,000 aggregate principal amount of Holtville Unified School District General Obligation Bonds, Election of 2002, Series 2012 on November 20, 2012 (the "Prior New Money Bonds"), as current interest bonds; and

**WHEREAS**, the District previously caused the issuance of its \$2,065,000 aggregate principal amount of Holtville Unified School District 2012 General Obligation Refunding Bonds, on November 20, 2012 (the "Prior Refunding Bonds" and together with the Prior New Money Bonds, the "Prior Bonds"), as current interest bonds; and

**WHEREAS**, the Prior Bonds are subject to optional redemption in advance of maturity; and

**WHEREAS**, in order to realize savings for taxpayers in the District, the District has determined at this time to issue its Holtville Unified School District 2020 General Obligation Refunding Bonds, in one or more series on a taxable or tax-exempt basis, in an aggregate principal amount not to exceed \$2,890,000 (the "Refunding Bonds"), to refund, on an advance basis, the outstanding Prior Bonds (the "Refunded Bonds"); and

**WHEREAS**, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

**WHEREAS**, the Board wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds; and

**WHEREAS**, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix A hereto;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves in this amended resolution (the "Resolution") as follows:



**SECTION 1. *Recitals.*** The foregoing recitals are true and correct.

**SECTION 2. *Authorization.***

(a) General. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds, in one or more series, on a taxable or tax-exempt basis in the aggregate principal amount of not to exceed \$2,890,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the Refunded Bonds.

(b) Savings. As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. Prior to the issuance of the Refunding Bonds, the District shall receive confirmation from its financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

**SECTION 3. *Approval of Paying Agent Agreement.*** The Board hereby authorizes the issuance of the Refunding Bonds pursuant to the terms hereof, the Bond Law, and a Paying Agent Agreement, by and between the District and Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunding Bonds (the "Paying Agent"), in substantially the form on file with the Clerk of the Board (the "Paying Agent Agreement"), which is incorporated herein and hereby approved. The President of the Board, the Secretary to the Board, the Clerk of the Board, the Superintendent and the Chief Business Official (each, an "Authorized Officer") are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with said additions thereto (including the insertion of the purchaser, maturity dates, principal amounts and interest rates of the Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer. The Board hereby authorizes the issuance of the Bonds pursuant to the terms of the Paying Agent Agreement, and the performance by the District of its obligations under the Paying Agent Agreement.

**SECTION 4. *Sale of Refunding Bonds.*** The Board hereby authorizes the Refunding Bonds to be privately placed on a negotiated basis pursuant to the terms a Bond Purchase Agreement, in substantially the form on file with the Clerk of the Board (the "Bond Purchase Agreement"), together with any changes therein or additions approved by an Authorized Officer. An Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District; provided that the principal amount of the Refunding Bonds does not exceed \$2,890,000, the final maturity date of the Refunding Bonds does not exceed the final maturity date of the Refunded Bonds, the annual interest rate of the Refunding Bonds shall be at a fixed rate and shall not exceed 6.0% per annum, and the savings requirement identified in Section 2(b) hereof shall have been satisfied.

**SECTION 5. *Approval of Escrow Agreement.*** The Prior Bonds shall be refunded in accordance with the provisions of an Escrow Agreement between the District and an escrow bank identified therein (the "Escrow Agreement"). The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by an Authorized Officer, and the execution thereof by an Authorized Officer will be conclusive evidence of the approval of any

such changes or modifications. An Authorized Officer is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the date of delivery of the Refunding Bonds.

**SECTION 6. *Approval of Official Actions to Close Transaction.*** The Authorized Officers are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds, including specifically a contract for professional services with Jones Hall, A Professional Law Corporation, as bond counsel, Isom Advisors, A Division of Urban Futures, Inc., as financial advisor, and The Bank of New York Mellon Trust Company N.A., as paying agent, the proposed forms of contracts between the District and such firms being on file with the Superintendent. Any such action previously taken by an Authorized Officer is hereby ratified. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

**SECTION 8. *Effective Date of Resolution.*** This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** this \_\_\_\_th day of April, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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President of the Board of Trustees  
Holtville Unified School District

**ATTEST:**

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Secretary to the Board of Trustees  
Holtville Unified School District

## **APPENDIX A**

### **GOVERNMENT CODE SECTION 5852.1 DISCLOSURE**

The following information consists of estimates that have been provided by the underwriter and financial advisor, which has provided to the District in good faith:

- (A) True interest cost of the Bonds: 1.79%
- (B) Finance charge of the Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$100,000
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,790,000
- (D) Total payment amount through maturity: \$3,215,000





*Holtville Unified School District  
Resolution #2019/20-011*

**DAY OF THE TEACHER**  
*May 13, 2019*

*WHEREAS, the children of Holtville represent the future of our great State; and*

*WHEREAS, paramount to their success in tomorrow's world is their effective personal and intellectual development; and*

*WHEREAS, the educators of the Holtville Unified School District provide the vital lessons that enable our youth to mature and reach their fullest potential; and*

*WHEREAS, despite distractions, educators of the Holtville Unified School District perform their daily classroom responsibilities with professionalism; and*

*WHEREAS, the guidance, support, and inspiration that teachers provide to students is invaluable and contributes tremendously to the well-being of our community; and*

*WHEREAS, it is fitting that all citizens pay tribute to our teachers who have dedicated their lives and talents to the education of our children; now, therefore, be it*

**RESOLVED** that the Holtville Unified School District Board of Trustees does hereby proclaim May 13, 2020 as the Day of the Teacher in the Holtville Unified School District, and encourages everyone to join in this very special observance and show their sincere appreciation for our teachers.

-----  
Jared Garewal, President of the Governing Board

-----  
Celso Ruiz, Superintendent and  
Secretary to the Governing Board

Board of Trustees

-----  
Jared Garewal   Ben Abatti Jr.   Matthew Hester   Robin Cartee   Kevin Grizzle



**Holtville Unified School District**

Resolution #2019/20-012

**CLASSIFIED SCHOOL EMPLOYEES WEEK**

*May 18 - 22, 2020*

*WHEREAS, classified professionals provide valuable services to the schools and students of the Holtville Unified School District; and*

*WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and*

*WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of the Holtville Unified School District's students; and*

*WHEREAS, classified professionals employed by the Holtville Unified School District strive for excellence in all areas relative to the educational community;*

*THEREFORE, BE IT RESOLVED, that the Holtville Unified School District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the State of California and in the Holtville Unified School District and declares the week of May 18 - 22, 2020, as Classified School Employees Week in the Holtville Unified School District.*

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Jared Garewal, President of the Governing Board

-----  
Celso Ruiz, Superintendent and  
Secretary to the Governing Board

Board of Trustees

-----  
Jared Garewal   Ben Abatti Jr.   Matthew Hester   Robin Cartee   Kevin Grizzle

# SUMMARY OF TENTATIVE AGREEMENT WITH THE

<u>Holtville Unified School District</u>	<u>School District</u>	<u>and</u>	<u>Holtville Teachers Association</u>
The proposed agreement covers the period beginning	<u>7/1/2019</u>	and ending	<u>6/30/2022</u>
Will be acted upon by the Governing Board at its meeting on	<u>4/20/2020</u>		
The agreement will affect the following funds budget	<u>General Fund</u>		
**Are copies of the changes to the agreement included?	<u>Yes</u>		

## 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 : 3/12/2020

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?

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

		No
		# of Employees Represented
Management	Pending	17
Certificated	Settled - figures presented in this document	99.4
Classified	Pending	67

## 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	\$ 8,105,342.00	\$ 405,267.10	\$ 578,035.10	\$ 578,035.10
2	Step and Column	\$ -	\$ -	\$ 127,825.90	\$ 148,461.00
3	Other Compensation	\$ -	\$ -	\$ -	\$ -
4	Statutory Benefits	\$ 1,758,367.45	\$ 87,918.37	\$ 159,932.57	\$ 162,428.55
5	Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 9,863,709.45	\$ 493,185.47	\$ 865,793.57	\$ 888,924.65
7	Total Number of Represented Employees (Use FTEs if appropriate)	99.40			
8	Total Compensation Average Cost per Employee	\$ 99,232.49	\$ 4,961.62	\$ 8,710.20	\$ 8,942.90
	Average % Increase (Decrease) per Employee		5.00%	8.36%	7.92%

# QUESTIONS REGARDING PROPOSAL

## 1 Salary Changes

- a Did you give a salary increase or decrease? Increase ( ☒ ) Decrease ( ) None ( )
- b If you gave an increase/decrease was it on/off the salary schedule? On-Salary Schedule ( ☒ ) One Time Off Salary Schedule ( ☒ )
- c If you gave an increase or decrease what percentage? 2% (2019-20), 2% ON (2020-21)
- d Did the District have furlough days as part of decrease in salary? Yes ( ) No ( ☒ )
- e How many furlough days? 0 days
- f Are the furloughs permanent or temporary reductions in contract? Permanent ( ) Temporary ( ) N/A ( ☒ )
- g What date is this effective? 7/1/2019
- h When does the district plan on implementing the agreement through payroll? 4/30/2020

## 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). Extension of contract to 2023 (Article 1), District option to adjust contract day start/end times (Article 12), and clarification of language regarding leaves (Article 14).

## 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. In order to meet the increased salary costs due to the settlement, Unrestricted budgets will need to be cut, including overtime and temporary summer assistance. In addition, the District will look to identify any areas where staffing can be reduced to accommodate the increased salary costs. On the Restricted side of the budget, categorical discretionary budgets for school sites will have less available to purchase supplemental materials and supplies, as well as reimbursement costs for conferences and other travel for professional development.

## 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.

There are no other major provisions.

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

In the current year, the bulk of the settlement will be paid for from the projected surplus. Any amount beyond the surplus will be paid from reserves. The above calculations assume the worst-case scenario, and that all Restricted settlement costs will be paid for from increased Unrestricted contributions.

## 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 two-year agreement. In the coming years, the increases included in this agreement will be paid from expected increases in revenue due to the increase in LCFF revenues. If, for any reason, conditions change drastically (i.e. enrollment, external economic factors that affect the State Budget), the District will explore options to balance its budget such as 1) staff reduction and 2) decreasing services outside the core that draw from Unrestricted Sources.

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

The District plans to pay the on-schedule increases through a combination of increased revenue assumptions (as provided by ICOE guidance in the 2019-20 2nd Interim Report) and decreasing discretionary budgets and any excess staff.

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)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 17,258,305	\$ -	\$ -	\$ 17,258,305
Remaining Revenues (8100-8799)	\$ 5,091,023	\$ -	\$ -	\$ 5,091,023
<b>TOTAL REVENUES</b>	\$ 22,349,328	\$ -	\$ -	\$ 22,349,328
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 9,758,189	\$ 405,267	\$ -	\$ 10,163,456
Classified Salaries (2000-2999)	\$ 2,890,732	\$ -	\$ -	\$ 2,890,732
Employee Benefits (3000-3999)	\$ 5,154,835	\$ 87,918	\$ -	\$ 5,242,753
Books and Supplies (4000-4999)	\$ 1,387,722	\$ -	\$ -	\$ 1,387,722
Services, Other Operating Expenses (5000-5999)	\$ 1,896,138	\$ -	\$ -	\$ 1,896,138
Capital Outlay (6000-6599)	\$ 507,070	\$ -	\$ -	\$ 507,070
Other (7000)	\$ 49,641	\$ -	\$ -	\$ 49,641
<b>TOTAL EXPENDITURES</b>	\$ 21,644,327	\$ 493,185	\$ -	\$ 22,137,512
Operating Suplus (Deficit)	\$ 705,001	\$ (493,185)	\$ -	\$ 211,816
Transfers In & Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ 413,708	\$ -	\$ -	\$ 413,708
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 291,293	\$ (493,185)	\$ -	\$ (201,892)
<b>BEGINNING BALANCE</b>	\$ 5,495,270			\$ 5,495,270
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 5,786,563	\$ (493,185)	\$ -	\$ 5,293,378
<b>Components of Ending Fund Balance</b>				
Nonspendable (9711-9719)	\$ 329,292			\$ 329,292
Restricted (9730-9749)	\$ -			\$ (0)
Committed				
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Assigned (9770-9788)	\$ -			\$ -
Unassigned				
Reserve for Economic Uncertainties (9789)	\$ 5,457,271			\$ 4,964,086
Unassigned/Unappropriated (9790)	\$ -			\$ 0

IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES	
<b>State Reserve Standard</b>	
Total Expenditures, Transfers Out and Uses	\$ 22,551,220.47
State Standard Minimum Reserve Percentage	3%
State Standard Minimum Reserve Amount	\$ 678,536.61
<b>General Fund Budgeted Reserves</b>	
Reserve for Economic Uncertainties (9789)	\$ 4,964,086.00
Unassigned/Unappropriated (9790)	\$ 0.01
Special Reserve Fund 170- Reserve for Economic Uncertainties	\$ -
Total District Budgeted Unrestricted Reserves ( sum lines 1 - 6 )	\$ 4,964,086.01
<b>Do unrestricted reserves meet the state standard minimum reserve amount?</b>	
Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

IMPACT ON CURRENT YEAR BUDGET OTHER FUNDS (OMIT IF BLANK)				
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)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other (7000)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
Operating Suplus (Deficit)	\$ -	\$ -	\$ -	\$ -
Transfers In & Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out & Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN:</b>				
<b>FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>BEGINNING BALANCE</b>	\$ -			\$ -
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>Components of Ending Fund Balance</b>				
Nonspendable (9711-9719)				
Restricted (9730-9749)	\$ -			\$ -
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)

3/12/2020  
Date



District Chief Business Officer  
(Signature)

3/12/20  
Date

After public disclosure of the major provisions contained in this Summary, the Governing District Board, at its meeting on 4/20/2020  
took action to approve the proposed Agreement with Holtville Teachers Association Bargaining Unit and adopted the new  
budget figures as calculated per the agreement.

1

Governing Board President  
(Signature)

\_\_\_\_\_  
Date