



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

August 19, 2019

Board of Trustees

Kevin Grizzle, President

Jared Garewal, Clerk

Ben Abatti, Jr., Member

Matt Hester, Member

Robin Cartee, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



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

Monday, August 19, 2019

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

Kevin Grizzle, President

Jared Garewal, Clerk

Ben Abatti Jr., Member

Matt Hester, Member

Robin Cartee, 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) Consider Readmission of Student ID# 201819/5306-8896

C) Consider Readmission of Student ID# 201819/5306-9554

5. REPORTABLE CLOSED SESSION ACTIONS:

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – August 19, 2019
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. COMMUNICATIONS FROM THE SCHOOL DISTRICT

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

8. CONSENT AGENDA

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

A. GENERAL FUNCTION

- 1) Adoption of Minutes: July 8, 2019 & August 7, 2019 Pgs. 2-5
(Supplemental Information)*

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 7/11/19 to week ending 8/15/19 Pgs. 7-21
(Supplemental Information)*

C. PERSONNEL SERVICES

- 1) Classified Resignation Pg.23
2) Certificated Leave of Absence Pg. 24
3) Certificated Extended Family Leave Pg. 25*

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) Fall sports schedules for HHS & possible overnight and out of state events. Pg. 27-32
2) MOU Between ICOE & HUSD for College and Career Readiness Initiative Pgs. 33-35
3) The Internship Credential Program Agreement between HUSD & National University. Pgs. 36-41
4) Student Teaching and Practicum Agreement between HUSD & National University. Pgs. 42-48
5) MOU between HUSD & Imperial County Superintendent of Schools regarding Data Sharing Services Pgs. 49-53*

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – August 19, 2019
AGENDA PAGE 3

- 6) *Mentor Memorandum of Understanding between HUSD & California Agriculture Teachers' Induction Program* Pgs. 54-55
- 7) *Agreement for Funding Locher Agriculture Fund between El Dorado Community Foundation & Holtville FFA* Pgs. 56
- 8) *MOU with University of Southern California (District Placement Agreement, School Counseling Candidate Addendum, Teaching Candidate Addendum)* Pgs. 57-65
- 9) *MOU between Sandy Hook Promise Foundation and HUSD* Pgs. 66-75

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

9. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) *Board Resolution No.19/20-002 Regarding Delegation of Authority to Pay and Sign Proper Legal Bills, Billings, Invoices, and Orders Under Specific Limitations.* (JP Wells) Pgs. 77-79

Motion: _____ Second: _____
Preferential Student Vote – Aye: ____ Nay: ____ Vote: ____
Roll Call: Grizzle: ____ Garewal: ____ Abatti: ____ Hester: ____ Cartee: ____

- B) *Approval of Contract between Holtville Unified School District and Jesse Douglas Hartline, Certified DSA Inspector, for Construction Inspection Services.*

(JP Wells) Pgs. 80-81

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

10. FUTURE BOARD MEETING DATE

Monday, September 16, 2019 is the next Regular Board Meeting

11. CLOSED SESSION (if needed)

- A) *Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release*
- B) *Consider Readmission of Student ID# 201819/5306-8896*
- C) *Consider Readmission of Student ID# 201819/5306-9554*

12. ADJOURNMENT

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
Regular Board Meeting
Minutes – August 7, 2019**

{Page 1 of 2}

The Board of Trustees of the Holtville Unified School District met in a Special Session on August 7, 2019, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:01 p.m. by the Presiding Chairman.

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

MEMBER ABSENT: Matt Hester, Member

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION

In: 5:05 p.m. **Out:** 6:35 p.m.

Nothing to report

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.

None

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Garewal, Second by Trustee Abatti to approve the following consent agenda items as follows: PERSONNEL SERVICES – Certificated Employment of Liliana Veliz, Math Teacher, HHS. Classified Employment of Vivian Gonzalez, Paraprofessional, Pine; Tonya Hawk, Paraprofessional, Finley; Jennifer Nuno, Paraprofessional, Finley; Jackeline Ortega, Paraprofessional, Finley; Leslie Arias, Paraprofessional, Finley; Denise Cuevas, Attendance Secretary, HHS; Sebastian Quintero, AVID Tutor, HHS; Brianna Duarte, AVID Tutor, HHS; Marilyn Ceceno, AVID Tutor, HHS; Alberto Romo, AVID Tutor, HHS. Classified Resignation of Heather Padilla, Paraprofessional, Pine; Kimberly Gonzalez, Paraprofessional, Finley; Jenifer Dollente, Computer Lab Tech, HHS. Certificated Leave of Absence of Maria Irungaray, Teacher, Finley. Certificated Resignation of Joshua Lopez-Cuevas, Dean of Students, Sam Webb. All passed by unanimous vote Ayes 4 Nays 0 Vote 4-0.

**Holtville Unified School District
Regular Board Meeting
Minutes – August 7, 2019**

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ACTION/DISCUSSION ITEMS

Moved by Trustee Abatti, seconded by Trustee Cartee to approve Board Resolution #19/20-001, Approval of Participation in Bids/Contracts of Other Public Agencies (Piggyback Contracts); Authority to Award Piggyback Contract. Passed by roll call votes Grizzle: Aye; Garewal: Aye; Abatti: Aye; Cartee: Aye. Moved by Trustee Cartee, seconded by Trustee Garewal, to Approve and Authorize the Purchase of a New 81 Passenger Rear Engine Transit Diesel School Bus from A & Z Bus Sales, utilizing Waterford Unified School District Piggyback Bid Awarded 11/8/18, approved by unanimous votes, 4 Ayes, 0 Nays, Vote 4-0. Moved by Trustee Garewal, seconded by Trustee Abatti the approval for Gabriel Ponce to teach Computer Coding, grades 9th – 12th at Holtville High School under Ed Code 44258.7 for the 2019-2020 school year, approved by unanimous votes, 4 Ayes, 0 Nays, Vote 4-0. Moved by Trustee Abatti, Seconded by Trustee Cartee the approval for Jennifer Sutter to teach Agriculture Science, grades 9th – 12th at Holtville High School with an English Language Variable Term Waiver, approved by unanimous votes, 4 Ayes, 0 Nays, Vote 4-0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: August 19, 2019

ADJOURNMENT The meeting adjourned at 6:45 p.m.

**Jared Garewal, Clerk
Holtville Unified School District
Board of Trustees**

**Holtville Unified School District
Regular Board Meeting
Minutes – July 8, 2019**

{Page 1 of 2}

The Board of Trustees of the Holtville Unified School District met in a Special Session on July 8, 2019, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 4:03 p.m. by the Presiding Chairman.

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

MEMBER ABSENT: Matt Hester, Member

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

Superintendent's Evaluation – Government Code section 54957

Negotiations with Holtville Teachers Association – Pursuant to Government Code section 3549.1

Negotiations with CSEA Chapter 338 – Pursuant to Government Code section 3549.1

Conference with Labor Negotiators, Celso Ruiz and John Paul Wells, for the Certificated Management and Classified Confidential employees – Government Code section 54957.6

REPORT OF CLOSED SESSION

In: 4:05 p.m. **Out:** 5:50 p.m.

Nothing to report

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.

None

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Cartee, Second by Trustee Garewal to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of minutes: June 27, 2019. FINANCE AND BUSINESS – Warrant orders week beginning 6/27/19 to week ending 7/5/19.

PERSONNEL SERVICES – Classified Resignation of Arturo Mejia, Maintenance; Celso Ruiz, Paraprofessional, HHS. GENERAL BUSINESS – AVID Center Quote and Agreement.

Agreement between HUSD & University of California for Transcript Evaluation Services. All passed by unanimous vote Ayes 4 Nays 0 Vote 4-0.

**Holtville Unified School District
Regular Board Meeting
Minutes – July 8, 2019**

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FUTURE BOARD MEETING DATE
Regular Board Meeting: August 19, 2019

ADJOURNMENT The meeting adjourned at 5:50 p.m.

**Jared Garewal, Clerk
Holtville Unified School District
Board of Trustees**

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000056 - 08/15/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000056, Dated 08/15/2019

20057749	227.97	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20057750	3,525.62	Printed	010		AMPLIFY EDUCATION (000781/1)
20057751	16.15	Printed	010		AUTO ZONE (000049/1)
20057752	11,804.00	Printed	010		AVID CENTER (000050/2)
20057753	94.61	Printed	010		Baja Desert Tire Co (000052/1)
20057754	203.65	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
20057755	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
20057756	479.04	Printed	010		COSTCO (000110/1)
20057757	76.00	Printed	010		COUNTY MOTOR PARTS (000111/2)
20057758	277.00	Printed	010		Department of Justice Accounting Office (000130/1)
20057759	6,860.00	Printed	010		EDGENUITY INC (000144/1)
20057760	292.50	Printed	010		Eleuterio Lopez (000675/1)
20057761	3,464.36	Printed	010		FULTON DISTRIBUTING CO (000168/1)
20057762	70.53	Printed	010		GEORGES PIZZA (000177/1)
20057763	525.00	Printed	010		GIGA KOM (000179/1)
20057764	1,913.87	Printed	010		H B PETROLEUM IN C (000189/1)
20057765	802.84	Printed	010		HARRISON, PATRICA (000523/1)
20057766	4,302.47	Printed	010		Havens and Sons Trucking Inc (000192/1)
20057767	3,482.26	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
20057768	42,149.15	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20057769	398.16	Printed	010		IMPERIAL PRINTERS (000222/1)
20057770	6.95	Printed	010		IMPERIAL STORES (000225/1)
20057771	177.50	Printed	010		IMPERIAL TRUCK CENTER (000620/2)
20057772	143.82	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/4)
20057773	141.97	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/1)
20057774	141.97	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/1)
20057775	160.50	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/1)
20057776	158.43	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/1)
20057777	119.63	Printed	010		INTERSTATE BATTERY SYSTEMS OF (000236/1)
20057778	3,883.40	Printed	010		JS FLOOR COVERING (000250/1)
20057779	275.93	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20057780	552.20	Printed	010		MIGUEL MATA (000496/1)
20057781	130.92	Printed	010		NASCO WEST INC (000283/1)
20057782	559.57	Printed	010		ONE SOURCE DISTRIBUTORS (000293/1)
20057783	3,044.70	Printed	010		PARKHOUSE TIRE SERVICE INC (000787/1)

Selection

Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/15/2019, 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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County Check Register

ReqPay94a

Bank Account COUNTY - County

Register 000056 - 08/15/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000056, Dated 08/15/2019 (continued)					
20057784	1,210.25	Printed	010		QUARCELINO, LEE (000558/1)
20057785	5,575.13	Printed	010		QUILL CORP (000318/1)
20057786	1,169.00	Printed	010		ROCHESTER 100 INC (000330/1)
20057787	2,603.40	Printed	010		SCHOOL SPECIALTY (000351/2)
20057788	255.30	Printed	010		THYSSENKRUPP ELEVATOR CORP (000706/1)
20057789	99.39	Printed	010		UNFIRST CORPORATION (000727/1)
20057790	2,424.65	Printed	010		VANACKER, CHAD (000584/1)
20057791	373.96	Printed	010		VanHaren, KRYSTLE (000597/1)
20057792	405.14	Printed	010		VARSITY BRANDS HOLDING CO ATTN: ACCOUNTS RECEIVABLE (000420/2)
20057793	1,847.43	Printed	010		WAXIE SANITARY SUPPLY (000429/1)
20057794	310.16	Printed	010		WILLIAMS, SAMANTHA (000593/1)
20057795	104.46	Printed	010		WRIGHT, GINA (000591/1)
110,582.77				47 Totals for Register 000056	

County Check Register

ReqPay94a

Org Summary

Holtville Unified School District

Check #

20057749 through

20057795 Total Count

47

\$110,582.77

ESCAPE ONLINE

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Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/15/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Generated for Shelli Kirschner (SKIRSCHNER), Aug 14 2019

3:55PM

030 - Holtville Unified School District

Register 000055 - 08/08/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000055, Dated 08/08/2019

20056955	304.36	Printed	010		AGUIRRE, LILLIAN (000503/1)
20056956	16.15	Printed	010		AUTO ZONE (000049/1)
20056957	18.00	Printed	010		Baja Desert Tire Co (000052/1)
20056958	54,817.21	Printed	560		BANK OF NEW YORK MELLON TRUST CORPORATE TRUST, N. CALIFORNIA (00005
20056959	2,579.54	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
20056960	6,874.95	Printed	010		CITY OF HOLTVILLE (000102/1)
20056961	1,988.00	Printed	010		COLLEGE BOARD (000107/1)
20056962	127.90	Printed	010		COUNTY MOTOR PARTS (000111/2)
20056963	70.00	Printed	010		CURRIER and HUDSON (000117/1)
20056964	100.48	Printed	010		D LUPITAS RESTAURANT (000119/1)
20056965	1,032.00	Printed	010		DAVID WEST INSURANCE (000121/1)
20056966	494.25	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (000151/1)
20056967	617.97	Printed	010		ENTERPRISE FM TRUST (000767/1)
20056968	304.36	Printed	010		HERRERA, SELENIA (000537/1)
20056969	3,030.50	Printed	010		ICOE (000210/1)
20056970	1,901.79	Printed	010		IMPERIAL PRINTERS (000222/1)
20056971	516.11	Printed	010		IMPERIAL STORES (000225/1)
20056972	1,372.15	Printed	010		IMPERIAL TRUCK CENTER LLC (000620/1)
20056973	482.93	Printed	010		IMPERIAL VALLEY PAINT CENTER (000229/1)
20056974	233.18	Printed	010		IMPERIAL VALLEY PRESS (000230/1)
20056975	371.16	Printed	010		JOHN DEERE FINANCIAL (000324/1)
20056976	2,482.73	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20056977	179.75	Printed	010		ONE SOURCE DISTRIBUTORS (000293/1)
20056978	1,135.16	Printed	010		PITNEY BOWES PURCHASE POWER (000308/1)
20056979	1,352.91	Printed	010		PREMIER SCHOOL AGENDAS (000313/1)
20056980	114.33	Printed	010		SC FUELS (000364/1)
20056981	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20056982	304.36	Printed	010		SERRANO, LINDA (000572/1)
20056983	158,185.19	Printed	010		SISC I (000361/1)
20056984	304.36	Printed	010		STIFF, LOVETTE (000590/1)
20056985	321.00	Printed	010		TERMINIX OF IMPERIAL VALLEY (000386/1)
20056986	739.36	Printed	010		THE SHERWIN-WILLIAMS CO (000357/3)
20056987	226.38	Printed	010		US AIR CONDITIONING DISTRIBU (000411/1)
20056988	570.00	Printed	010		VALLEY DRY CLEANING, INC (000789/1)
20056989	798.81	Printed	010		Verizon Wireless Services LLC (000422/1)

Selection

Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/08/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Generated for Shelli Kirschner (SKIRSCHNER), Aug 7 2019
4:00PM

County Check Register

ReqPay94a

Register 000055 - 08/08/2019				Bank Account COUNTY - County	
Number	Amount	Status	Fund	Cancel Register (Date)	Payee

Bank Account COUNTY - County, Register 000055, Dated 08/08/2019 (continued)					
20056990	4,653.27	Printed	010		VISION SERVICE PLAN (000424/1)
20056991	13,694.79	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
20056992	3,686.22	Printed	010		WATER TREATMENT SERVICES (000483/1)

266,437.61	Number of Items	38	Totals for Register 000055
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County Check Register

ReqPay94a

Org Summary

Holtville Unified School District

\$266,437.61

38

20056992 Total Count

20056955 through

Check #

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/08/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Generated for Shelli Kirschner (SKIRSCHNER), Aug 7 2019
4:00PM

030 - Holtville Unified School District

Register 000054 - 08/01/2019

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000054, Dated 08/01/2019					
20056377	1,885.20	Printed	010		A T & T (000008/1)
20056378	1,512.00	Printed	010		ACSAS FOUNDATION FOR ED ADMI (000016/1)
20056379	51.65	Printed	130		ALSCO AMERICAN LINEN (000024/1)
20056380	3.67	Printed	010		AUTO ZONE (000049/1)
20056381	1,627.02	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
20056382	2,340.07	Printed	010		BSN SPORTS (000067/1)
20056383	108.00	Printed	130		CULLIGAN WATER CONDITIONING (000115/1)
20056384	58.22	Printed	010		D LUPITAS RESTAURANT (000119/1)
20056385	180.95	Printed	010		DELL MARKETING LP (000126/1)
20056386	1,661.89	Printed	010		HYDROTEX (000208/1)
20056387	480.00	Printed	010		IMPERIAL COUNTY ACSA (000215/1)
20056388	120.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
20056389	314.32	Printed	010		JONES BROS GLASS (000248/1)
20056390	1,126.32	Printed	010		NASCO WEST INC (000283/1)
20056391	3,396.71	Printed	010		PEARSON EDUCATION (000301/1)
20056392	1,499.60	Printed	010		QUILL CORP (000318/1)
20056393	817.51	Printed	010		R S D (000320/1)
20056394	36,417.27	Printed	010		RENAISSANCE LEARNING INC (000328/2)
20056395	135.00	Printed	010		ROCHESTER 100 INC (000330/1)
20056396	58.03	Printed	010		ROMANS WATER (000331/1)
20056397	1,980.00	Printed	010		ROSETTA STONE LTD. (000742/1)
20056398	800.00	Printed	010		SAN JOAQUIN COUNTY OF ED (000776/1)
20056399	311.88	Printed	010		SHERWIN WILLIAMS (000357/1)
20056400	131.57	Printed	010		SPARKLETT'S WATERS (000370/1)
20056401	186.06	Printed	010		TEXTBOOK WAREHOUSE (000387/1)
20056402	99.39	Printed	010		UNFIRST CORPORATION (000727/1)
57,302.33		Number of Items	26	Totals for Register 000054	

Selection

Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/01/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

Generated for Shelli Kirschner (SKIRSCHNER), Jul 31 2019
3:41PM

County Check Register

ReqPay94a

Org Summary

Holtville Unified School District

Check #

20056377 through

20056402 Total Count

26

\$57,302.33

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/01/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

030 - Holtville Unified School District

Generated for Shelli Kirschner (SKIRSCHNER), Jul 31 2019
3:41PM

Register 000053 - 07/24/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000053, Dated 07/24/2019					
20055217	2,140.00	Printed	010		ACCREDITING COMMISSION (000014/1)
20055218	54.82	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20055219	129.00	Printed	010		ATS ENVIRONMENTAL INC. (000048/1)
20055220	201.45	Printed	130		Baja Desert Tire Co. (000052/1)
20055221	1,624.00	Printed	010		CALIFORNIA DEPARTMENT OF TAX AND FEE ADMIN (000785/1)
20055222	202.17	Printed	010		COUNTY MOTOR PARTS (000111/2)
20055223	759.00	Printed	010		DELL MARKETING LP (000126/1)
20055224	80.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
20055225	131.40	Printed	010		GAS COMPANY (000172/1)
20055226	6.85	Printed	130		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
20055227	17.12	Printed	130		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
20055228	34.25	Printed	130		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
20055229	375.00	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20055230	105.00	Printed	010		JADE SECURITY SYSTEMS (000240/1)
20055231	9,394.40	Printed	010		JS FLOOR COVERING (000250/1)
20055232	2,339.91	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20055233	244.11	Printed	010		LIBRARY STORE (000265/1)
20055234	19.18	Printed	010		NASCO WEST INC (000283/1)
20055235	562.01	Printed	010		PITNEY BOWES PURCHASE POWER (000308/1)
20055236	63.63	Printed	010		ROMANS WATER (000331/1)
20055237	190.08	Printed	010		SAN DIEGO CO OFFICE OF EDUCATION (000334/1)
20055238	8,601.17	Printed	010		SCHOOL OUTFITTERS (000347/1)
20055239	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20055240	304.88	Printed	010		SHERWIN WILLIAMS (000357/1)
20055241	3,820.82	Printed	010		SHI SOFTWARE (000358/1)
20055242	111.62	Printed	010		SPARKLETT'S WATERS (000370/1)
20055243	822.43	Printed	010		SULLIVAN, JOSEPH (000768/1)
20055244	1,461.43	Printed	010		TEXTBOOK WAREHOUSE (000387/1)
20055245	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
20055246	301.96	Printed	010		UNFIRST CORPORATION (000727/1)
34,873.69			30	Totals for Register 000053	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/24/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

County Check Register

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Org Summary

Holtville Unified School District

Check #

20055217 through

20055246 Total Count

30

\$34,873.69

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/24/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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County Check Register

ReqPay94a

Bank Account COUNTY - County

Register 000052 - 07/18/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000052, Dated 07/18/2019					
20054456	134.58	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20054457	144,237.45	Printed	560		BANK OF NEW YORK MELLON TRUST CORPORATE TRUST, N. CALIFORNIA (00005
20054458	121,994.49	Printed	560		BANK OF NEW YORK MELLON TRUST CORPORATE TRUST, N. CALIFORNIA (00005
20054459	2,341.11	Printed	010		Blackboard Inc (000061/2)
20054460	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
20054461	39.00	Printed	010		CITY OF HOLTVILLE (000102/1)
20054462	108.00	Printed	130		CULLIGAN WATER CONDITIONING (000115/1)
20054463	30.76	Printed	010		D AND M WATER CO (000118/1)
20054464	32.49	Printed	010		DEL SOL MARKET (000125/1)
20054465	396.78	Printed	010		ELMS EQUIPMENT RENTAL (000150/1)
20054466	513.19	Printed	010		Gary Cardiff Enterprise (000759/1)
20054467	47.41	Printed	010		GUITAR CENTER STORES INC (000647/1)
20054468	3,091.27	Printed	010		H B PETROLEUM IN C (000189/1)
20054469	625.35	Printed	010		HEALY AWARDS, INC (000773/1)
20054470	66.86	Printed	010		HOLTVILLE TACO SHOP (000199/1)
20054471	8,400.00	Printed	010		IMPERIAL COUNTY OFFICE OF ED (000218/1)
20054472	35,318.57	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20054473	559.26	Printed	010		IMPERIAL VALLEY PRESS (000230/1)
20054474	1,550.92	Printed	010		JOHNSON CONTROLS FIRE (000484/1)
20054475	5,260.00	Printed	010		JS FLOOR COVERING (000250/1)
20054476	455.47	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20054477	500.00	Printed	010		MCT INC (000274/1)
20054478	1,408.34	Printed	010		PEREZ-MORENO, LUPE (000563/1)
20054479	423.45	Printed	010		PRACITI CAL INC (000312/1)
20054480	911.54	Printed	010		R S D (000320/1)
20054481	10,593.58	Printed	010		RABOBANK NA (000322/2)
20054482	46.82	Printed	010		ROMANS WATER (000331/1)
20054483	150.00	Printed	010		SCHOOL PATHWAYS LLC (000348/1)
20054484	3,034.31	Printed	010		SHERWIN WILLIAMS (000357/1)
20054485	550.00	Printed	010		SPEARS HAWAIIAN SHAVED ICE (000782/1)
20054486	236.40	Printed	010		UNFIRST CORPORATION (000727/1)
20054487	609.75	Printed	130		VICS AIR CONDITIONING and ELE (000423/1)
347,408.98			32 Totals for Register 000052		

Number of Items

32 Totals for Register 000052

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County Check Register

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Org Summary

Holtville Unified School District

Check #

20054456 through

20054487 Total Count

32

\$347,408.98

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/18/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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4:43PM

Register 000051 - 07/11/2019

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000051, Dated 07/11/2019					
20053604	502.71	Printed	010		AVILA, DAVID (000510/1)
20053605	14,251.00	Printed	010		CALIFORNIA SCHOOL BOARDS ASSO (000775/1)
20053606	6,626.24	Printed	010		CITY OF HOLTVILLE (000102/1)
20053607	1,500.00	Printed	010		CITYSPAN TECHNOLOGIES (000103/1)
20053608	3,061.12	Printed	010		CURRIER and HUDSON (000117/1)
20053609	40.44	Printed	010		D LUPITAS RESTAURANT (000119/1)
20053610	81.00	Printed	010		Department of Justice Accounting Office (000130/1)
20053611	3,264.00	Printed	010		DOCUMENT TRACKING SERVICES (000141/1)
20053612	1,682.39	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (000151/1)
20053613	5,849.00	Printed	010		ENDZONE CAMERA,LLC (000772/2)
20053614	7,108.27	Printed	010		FULTON DISTRIBUTING CO (000168/1)
20053615	97.86	Printed	010		HARBOR FREIGHT (000190/1)
20053616	1,996.94	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
20053617	2,516.25	Printed	010		HUDL (000771/2)
20053618	1,251.03	Printed	010		IMPERIAL STORES (000225/1)
20053619	25.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
20053620	799.00	Printed	010		JUST PLAY SPORTS SOLUTIONS (000774/1)
20053621	970.00	Printed	215		LANDMARK GEO ENGINEERS (000717/1)
20053622	4,500.00	Printed	010		LUCIA GUZMAN (000700/1)
20053623	86.47	Printed	010		MEDICAL EYE SERVICES (000276/1)
20053624	619.00	Printed	010		OKADA, ELLEN (000564/1)
20053625	287.60	Printed	010		ONE SOURCE DISTRIBUTORS (000293/1)
20053626	40.02	Printed	010		PEREZ, ESTRADA DIANA (000501/1)
20053627	520.00	Printed	010		PEREZ-MORENO, LUPE (000563/1)
20053628	6,154.28	Printed	010		REMIND 101 INC (000482/1)
20053629	15,476.16	Printed	010		SCHOOLS EXCESS LIABILITY FUND (000353/1)
20053630	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20053631	153.76	Printed	130		SMART and FINAL (000362/1)
20053632	68.55	Printed	130		SPARKLETTS WATERS (000370/1)
20053633	396.00	Printed	010		TERMINIX OF IMPERIAL VALLEY (000386/1)
20053634	225.30	Printed	010		THYSSENKRUPP ELEVATOR CORP (000706/1)
20053635	323.23	Printed	010		UNIFIRST CORPORATION (000727/1)
20053636	818.42	Printed	010		WATER TREATMENT SERVICES (000483/1)
20053637	2,263.40	Printed	560		ZIONS FIRST NATIONAL BANK (000445/2)

34 Totals for Register 000051

84,010.44

Number of Items

Selection	Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/11/2019, 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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2:44PM

Register 000051 - 07/11/2019

Bank Account COUNTY - County

Payee

Cancel Register (Date)

Fund

Amount Status

Number

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/11/2019, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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2:44PM

County Check Register

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Org Summary

Holtville Unified School District

\$84,010.44

34

20053637 Total Count

20053604 through

Check #

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/11/2019, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RESIGNATION
DATE: AUGUST 19, 2019

The Board is requested to accept the following Classified Resignation:

A)

- | | | | |
|-------------------|------------------|----------|-------------------|
| 1. Kasandra Tyler | Paraprofessional | HHS | Effective 6/6/19 |
| 2. Dalia Padilla | Cafeteria Worker | District | Effective 8/30/19 |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED LEAVE OF ABSENCE
DATE: AUGUST 19, 2019

The Board is requested to accept the following Certificated Leave of Absence:

A) 1. Erika Berryman Speech Pathologist District Office

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED EXTENDED FAMILY LEAVE
DATE: AUGUST 19, 2019

The Board is requested to accept the following Certificated Leave of Absence:

A)	1. Aslynn Angulo	Teacher	Finley	9/30/19
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HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OUT OF STATE AND OVERNIGHT TRIPS
DATE: AUGUST 19, 2019

The Board is requested to approve the following Out of State and Overnight Trips:

1) HHS Football	September 6, 2019	Yuma, Az.
2) HHS Volleyball	August 30 & 31, 2019	San Diego, Ca.
3) HHS Volleyball	September 28, 2019	San Diego
4) HHS Cross Country	September 14, 2019	Yuma, Az.

Holtville Football 2019

<u>Day</u>	<u>Date</u>	<u>Location</u>	<u>Opponent</u>	<u>Level</u>	<u>Time</u>
Thursday	15-Aug	Away	JV Carnival @ Southwest	Frosh/Soph	6pm
Friday	16-Aug	Home	Varsity Carnival @ Holtville	Varsity	6pm
<u>Week 0</u>					
Wednesday	21-Aug	Away	Brawley Frosh	Frosh/Soph	6pm
Friday	23-Aug	Home	Salvatierra Prep	Varsity	7pm
<u>Week 1</u>					
Thursday	29-Aug	Home	Imperial	JV	6pm
Friday	30-Aug	Home	Imperial	Varsity	7pm
<u>Week 2</u>					
Friday	6-Sep	Away	Desert Mirage	JV	4pm
Friday	6-Sep	Away	Desert Mirage	Varsity	7pm
<u>Week 3</u>					
Thursday	12-Sep	Home	Yuma HS	JV	6pm
Friday	13-Sep	Away	Yuma HS	Varsity	7pm AZ
<u>Week 4</u>					
Friday	20-Sep	Home	Palo Verde	JV	4pm
Friday	20-Sep	Home	Palo Verde	Varsity	7pm
<u>Week 5</u>					
Thursday	26-Sep	Away	Calexico	JV	6pm
Friday	27-Sep	Away	Calexico	Varsity	7pm
<u>Week 6</u>					
Thursday	3-Oct	Away	Southwest EC	Frosh/Soph	6pm
Friday	4-Oct	Away	Southwest SD	JV	4pm
Friday	4-Oct	Away	Southwest SD	Varsity	7pm
<u>Week 7</u>					
Friday	11-Oct		BYE		
<u>Week 8</u>					
Friday	18-Oct	Home	Mt. Empire	JV	4pm
Friday	18-Oct	Home	Mt. Empire (Homecoming)	Varsity	7pm
<u>Week 9</u>					
Friday	25-Oct	Home	Vincent Memorial	JV	4pm
Friday	25-Oct	Home	Vincent Memorial (Senior Night)	Varsity	7pm
<u>Week 10</u>					
Thursday	31-Oct	Away	Calipat	JV	4pm
Thursday	31-Oct	Away	Calipat - AXE GAME	Varsity	7pm

Holtville Volleyball 2019

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Level</u>	<u>Time</u>
Thursday	8-Aug	JV Carnival	Southwest HS	F/JV/V	TBA
Friday	9-Aug	Varsity Carnival	Southwest HS	Varsity	TBA
Tuesday	13-Aug	Calipat	Away	F/JV/V	4/5/6pm
Tuesday	20-Aug	Imperial	Home	F/JV/V	4/5/6pm
Friday &	23-Aug	Southwest Freshman Tournament	@ Southwest HS	Frosh	TBA
Saturday	24-Aug				
Tuesday	27-Aug	Calipat	Home	F/JV/V	4/5/6pm
Friday &	30-Aug	Sweetwater Tournament	@ Sweetwater HS	Varsity	TBA
Saturday	31-Aug				
Wednesday	4-Sep	Valley Center	Away	F/JV/V	4 & 5pm
Friday &	6-Sep	Southwest JV Tournament	@ Southwest HS	JV	TBA
Saturday	7-Sep				
Tuesday	10-Sep	Brawley*	Away	F/JV/V	4/5/6pm
Thursday	12-Sep	Calexico*	Home	F/JV/V	4/5/6pm
Monday	16-Sep	Yuma	Home	F/JV/V	4/5/6pm
Tuesday	17-Sep	Southwest*	Away	F/JV/V	4/5/6pm
Thursday	19-Sep	Imperial*	Away	F/JV/V	4/5/6pm
Tuesday	24-Sep	Central*	Home	F/JV/V	4/5/6pm
Thursday	26-Sep	Calipat	Away	F/JV	4/5pm
Saturday	28-Sep	Bucs Bash Tournament	Mission Bay HS	Varsity	TBA
Tuesday	1-Oct	Palo Verde*	Home	F/JV/V	4/5/6pm
Wednesday	2-Oct	Brawley*	Home	F/JV/V	4/5/6pm
Wednesday	9-Oct	Calexico*	Away	F/JV/V	4/5/6pm
Saturday	12-Oct	Southwest	Home	JV/V	9/10/11am
Tuesday	15-Oct	Imperial*	Home	F/JV/V	4/5/6pm
Thursday	17-Oct	Central*	Away	F/JV/V	4/5/6pm
Monday	21-Oct	Calipat	Home	F/JV	4pm
Thursday	24-Oct	Palo Verde*	Away	JV/V	5/6pm

Holtville Cross Country 2019

<u>Day</u>	<u>Date</u>	<u>Meet</u>	<u>Location</u>	<u>Time</u>
Saturday	24-Aug	Vaquero Invite	Lindo Lakes, CA	TBA
Friday	30-Aug	Wolf Pack Invitational	West Hills High School	TBA
Friday	6-Sep	Ian Cumming/Tim Latham Invite	Rohr Park, CA	TBA
Saturday	14-Sep	Cibola Invitational	West Wetlands Park, AZ	TBA
Saturday	21-Sep	Mt. Carmel/Asics CC Invite	Morley Field, Balboa Park	9am
Saturday	28-Sep	Dana Hills Nike Invitational	Dana Hills HS	9am
Saturday	5-Oct	Palo Verde Invite	Quechan Park, Blythe	TBA
Saturday	12-Oct	IVL Cluster Meet #1	Sunbeam Lake, CA	8am
Saturday	19-Oct			
Saturday	26-Oct	IVL Cluster Meet #2	Sunbeam Lake, CA	8am
Thursday	7-Nov	IVL Finals/ Cluster #3	Sunbeam Lake, CA	8am
Saturday	23-Nov	CIFSDS Finals	@ Morley Field (San Diego)	TBA
Saturday	20-Nov	CIF State Championships	Woodward Park, CA	TBA

Holtville Girls Golf 2019

Day	Date	Opponent	Location	Time
Wednesday	28-Sep	La Quinta (SW,PV,Imp)	La Quinta	11am
Thursday	5-Sep	vs Imperial	Del Rio	2pm
Tuesday	10-Sep	vs Brawley	Del Rio	3pm
Thursday	12-Sep	vs Central	Lakeview	3pm
Tuesday	17-Sep	Palo Verde	BWCC	2pm
Thursday	19-Sep	vs Central	BWCC	3pm
Wednesday	25-Sep	Imperial	Del Rio	2pm
Thursday	26-Sep	Southwest	Lakeview	2pm
Thursday	1-Oct	vs Brawley	BWCC	2pm
Thursday	3-Oct	vs Palo Verde	PVCC	2pm
Tuesday	8-Oct	vs Central	TBD	3pm
Thursday	10-Oct	vs Imperial	BWCC	3pm
Tuesday	15-Oct	vs Southwest	BWCC	3pm
Thursday	17-Oct	vs Brawley	BWCC	3pm
Tuesday	22-Oct	IVL Tournament	TBD	1pm
Monday	4-Nov	CIF Individual Championship	TBD	TBD
Wednesday	6-Nov	CIF Individual Championship	TBD	TBD

Holtville Girls Tennis 2019

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>
Tuesday	27-Aug	Desert Mirage	Away	3:15pm
Monday	16-Sep	Brawley	Home	4pm
Wednesday	18-Sep	Calexico	Away	4pm
Monday	23-Sep	Southwest	Away	4pm
Wednesday	25-Sep	Central	Home	4pm
Monday	30-Sep	Vincent Memorial	Home	4pm
Wednesday	2-Oct	Brawley	Away	4pm
Monday	7-Oct	Calexico	Home	4pm
Wednesday	9-Oct	Southwest	Home	4pm
Monday	14-Oct	Central	Away	4pm
Wednesday	16-Oct	Vincent Memorial	Home	4pm
Tuesday	22-Oct	IVL Prelims	@ Central	1pm
Wednesday	23-Oct	IVL Finals	@ Central	1pm

**MEMORANDUM OF UNDERSTANDING
FOR
COLLEGE AND CAREER READINESS INITIATIVE
“ENSURING OUR STUDENTS ARE READY FOR LIFE’S JOURNEY!”**

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

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

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

Goals of CCRI:

- FAFSA Completion: 100% of Imperial County high school seniors would complete the Free Application for Federal Student Aid.
- College and University Applications: 100% of Imperial County high school seniors would complete at least one college and/or university application.
- Post-Secondary Enrollment: Increase the percentage of Imperial County students who enroll in a post-secondary institution after high school.
- 3rd & 8th Grade CAASPP Scores: Improve the percentage of Imperial County third grade students who meet or exceed grade level standards in English Language Arts and the percentage of eighth grade students who meet or exceed grade level standards in Math.
- Improve Student Transitions: Increase the success of Imperial County students who transition from elementary schools to junior highs and from junior highs to high schools.

Role of ICOE:

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

ICOE agrees to do the following:

- Actively promote the College and Career Readiness Initiative.

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

Activities of the College Going Initiative in specific areas:

1. **K-12 Higher Education Weeks** – Secure agreements with institutions of higher education, high schools, recruiters, and others participants. Coordinate efforts with Counselors and Administrators to plan successful implementation of activities. Arrange for facilities, transportation and logistics for the Higher Education Week I and II, including Parent Nights.
2. **Imperial County Partnership for Higher Education** – Collaborate with College Access Programs, Institutions of Higher Education, Imperial Valley Regional Occupational Program, and other community partner agencies to plan for implementation of related college and career readiness events and activities for students, families and community members.
3. **College and Career Readiness Curriculum and Presentations** – Coordination with elementary and middle schools to provide presentations and activities for college and career readiness including but not limited to, A-G Requirements, College Making it Happen!, Ready for My Future Curriculum, College Board Big Future Curriculum, Financial Literacy and Career Exploration.
4. **K-16 Counselor Meetings, Professional Learning and Support** – Coordination of Imperial Valley Counselors' Roundtable meetings, professional learning opportunities for school counselors and administrators in the areas of academic, social emotional and college and career. Provide additional support, coordination and collaboration with local and state partners including institutions of higher education and administrators. Additionally, seek input from the Principal's and College and Career Indicator Network (including elementary, middle, and high school Principals) for recommendations and areas of support.
5. **Counselors' College and Career Readiness Workshops** – Coordination of professional development opportunity for Counselors with partner organizations and institutions of higher education including College Board and other University partners. The collaborative experience is utilized for planning activities, analyzing higher education data, implementing new activities and learning about changes in higher education.
6. **Parent Engagement** – Support districts to identify and implement curriculum and other activities for parent engagement. Provide ongoing support for principals at elementary and middle school with planning and implementation of parent engagement activities, as needed. Provide models for relevant college planning and preparation information to be distributed in conjunction with parent engagement curriculum.
7. **Seek Funding** – Seek new funding opportunities for College and Career Readiness Initiative projects and coordination (e.g. grant opportunities and/or increased support from businesses) and research new opportunities/funding to promote the further expansion of the College and Career Readiness Initiative.

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

Other support upon request:

- Coordination and support for school-wide activities and events including PSAT school day for 8th grade
- Student Conferences
- Parent Nights and College and Career Days
- College and Career Readiness data reporting/presentations for staff
- College Access Center implementation and coordination
- District Parent Engagement Conferences Articulation opportunities with institutions of higher education

Partner, Districts and Agencies agree to the following:

- Support College and Career Readiness Initiative activities for their district, community and families.
- Provide data from district and **Student Tracker** to monitor progress for improvement and to provide information for funding applications and reports.
- Provide support and facilities for parent meetings, Higher Education Weeks and other college and career activities.
- Provide letters of support and other assistance to College and Career Readiness Initiative to procure additional external funding sources for planned activities.
- Fund a basic infrastructure to provide support for the College and Career Readiness Initiative and make annual contributions for the two-year term of this MOU, to be updated and approved biennially.
- **District contributions will be reevaluated on an annual basis.**
- **Holtville Unified School District** intends to commit \$3,670.80 for 2019-2020 and will notify ICOE immediately on or before April 1 (under normal circumstances) of the previous fiscal year, if this intention becomes impossible for reasons of economic hardship.

Terms:

- This MOU is effective July 1, 2019 through June 30, 2021, with the funding amount to be updated annually.
- During the term of this MOU, College and Career Readiness Initiative Partner Agencies shall notify ICOE no later than April 1 if they anticipate inability to make their contribution for the next fiscal year.
- This MOU can be amended upon written agreement of the parties.

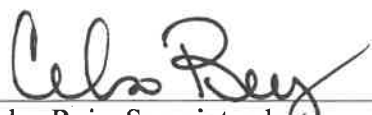
The signing parties agree to carry out their program responsibilities as outlined herein.

Imperial County Office of Education (LEA)
Authorized Signature:

Amanda Brooke
Deputy Superintendent
Imperial County Office of Education

Date

Holtville Unified School District, Agency
Authorized Signature:


Celso Ruiz, Superintendent
Holtville Unified School District

Date



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective July 3, 2019 (“**Effective Date**”) by and between Holtville Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Imperial (individually or collectively, “**District**”), Holtville Unified School District and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days written notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
 - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
 - j. National University provides district employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations
 - k. District sites with interns must have a fully qualified Credentialed administrator.
 - l. University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".

- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
 - c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
 - d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
 - e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
 - f. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - g. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - h. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - i. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - j. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - l. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
13. Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.
14. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.

16. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. **Publicity.** Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
18. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
19. **Confidentiality of Student Intern Records.** For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.
20. **Confidentiality of District Pupil Records.** No Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
21. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
22. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
24. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
25. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
26. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Isabel Gonzalez
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

Dated: _____

District: Holtville Unified School District

By: Celso Ruiz
Name: Celso Ruiz
Title: Superintendent
Address: 621 E 10th St
Holtville, CA 92250
Telephone: 760-356-2974
Dated: 7/3/19

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology



NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on July 3, 2019, made by and between National University, a California non-profit public benefit corporation (the "University") and Holtville Unified School District a public entity (the "District"), with reference to the following facts:

ARTICLE 1 **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLES 2 **DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

"Student Teaching" shall refer to the active participation by a Student in the duties and functions of the direct supervision and instruction of one or more Master Teachers.

"Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week, dependent upon program. Student Teaching Assignments shall satisfy all Commission requirements.

Sent
7/30/19

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 3

TERMS AND CONDITIONS

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. University shall provide the District for supervision of Student Teaching or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The University determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the District. District acknowledges University Payment depends on the length of supervision where long and/or short

assignments are assessed on a pro-rated basis, as set forth in "Exhibit A". District shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at earliest convenience following the date the District's invoice is received.

3.5 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Holtville Unified School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

3.10 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of

student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of District Pupil Records. No Student will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

ARTICLE 4

GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party 30 days' written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and

expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.

District shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its Board, officers, agents, employees or volunteers.

4.7 Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

NATIONAL UNIVERSITY, a California non-profit public benefit corporation

Holtville Unified School District

By _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

By Celso Ruiz
Signature

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

By Celso Ruiz
Name Typed or Printed

Title Superintendent

Date 7/1/19

For contact/contract return:
Isabel Gonzalez
Credentials Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

District Address/Telephone:

621 E 6th St
Street

Holtville CA 92250
City State Zip

(760) 356-2974
Phone

EXHIBIT A

Student Teaching & Practicum Programs

District and University wish to partner to support the following Student Teaching & Practicum Programs:

Teacher Education Credential
 Special Education Credential
 Preliminary Administrative Services Credential
 Pupil Personnel Services Credential – School of Counseling
 Pupil Personnel Services Credential – School of Psychology

Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$\$300 \times .25 = \75	One Period	33%	$\$300 \times .33 = \99 rounded to \$100
Two Periods	50%	$\$300 \times .50 = \150	Two Periods	66%	$\$300 \times .66 = \198 rounded to \$200
Three Periods	75%	$\$300 \times .75 = \225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

**MEMORANDUM OF
UNDERSTANDING**
Between the
HOLTVILLE UNIFIED SCHOOL DISTRICT
and the
IMPERIAL COUNTY
SUPERINTENDENT OF SCHOOLS

Regarding
DATA SHARING SERVICES

This **Memorandum of Understanding ("MOU")** is entered into this **1st of July 2019**, by, and between the **IMPERIAL COUNTY SUPERINTENDENT OF SCHOOLS ("ICSS")**, and the **HOLTVILLE UNIFIED SCHOOL DISTRICT ("LEA" and collectively, "Parties")**.

WHEREAS, ICSS and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of ICSS and LEA with respect to data collected or retained by the LEA and/or by ICSS.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Scope of Agreement: ICSS shall provide services designed to assist the LEA with certain requirements and mandates for managing or reporting on data collected by the LEA, potentially including the integration of data between disparate systems (collectively, "Data"). LEA may periodically request additional services from ICSS for other uses or analysis of its own data. This MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings or Agreements by the ICSS and the LEA. Any and all Amendments or other attachments to this MOU shall be agreed upon by the parties and in writing.
2. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the ICSS and the LEA during the term of this Agreement. These existing services shall be referred to as "Core Services". If LEA requests any additional services arising from these Core Services from ICSS, the Parties may agree to a fee for the performance of these additional services. If the manner of the agreed upon fee is set as an hourly rate, the hourly rates shall be as set forth as an Exhibit. The Parties may also agree to a service or product not encompassed by the Core Services. (These services may be referred to as "Separate Services".) In such a case the Agreement shall be attached as an Exhibit to this MOU or other reference this MOU by incorporation.

6. Ownership of Data: ICSS and the LEA agree that the LEA will continue to maintain ownership of its source data. ICSS agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. ICSS shall not be responsible for the type or quality of the data provided by the LEA, and ICSS makes no warranty as to the Data itself. The LEA understands that though ICSS may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize ICSS to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
7. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, ICSS shall not use the data supplied to it in an unauthorized manner. Specifically, ICSS shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
8. Administration of Data Systems: If, pursuant to paragraph 2 above, the LEA desires to contract with ICSS for certain administrative services with respect to the LEA's data systems, which may include collection, extraction or backup of data on behalf of the LEA, a list of agreed upon administrative services will be defined in a schedule, in an Exhibit to be attached hereto. Examples of additional services could include annual audit, annual trainings for staff, and assistance in security of the LEA maintained systems. The Exhibit shall also contain any applicable and agreed upon fee.
9. Student and Parent Access to Data: ICSS shall work with the LEA to provide a means by which its employees, when so authorized by the LEA, can search and access Student Data through reasonable procedures such that the LEA can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records to correct erroneous information. The foregoing notwithstanding, ICSS shall cooperate with the LEA to help insure that this record correction will be consistent with District policies regarding record correction.
10. Third Party Vendors: ICSS may have contracts with third parties to help ICSS maintain the ICSS data system ("ICSS Contractors"). ICSS may not distribute Student and/or Staff Data to any ICSS Contractors without the LEA's written consent or as permitted by the Agreement, unless required by law. ICSS shall ensure that approved subcontractors adhere to all of the provisions of this MOU. ICSS will help ensure that any subcontractor or sub-processor that it engages, to process store or access Student Data, has adequate technical security and organizational measure in place to keep Student and/or Staff Data secure and to comply with the terms of this MOU.
11. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. ICSS shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. ICSS shall provide annual security training to those of its employees, who operate or have access to the system. ICSS shall provide the LEA with contact information for the person at ICSS who the LEA may contact if the LEA has security concerns or questions. Where applicable, ICSS will require unique account identifiers, user names and passwords that must be entered each time a client or user signs in.

12. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by ICSS or in facilities used by ICSS, ICSS will take the following measures:
 - 12.(i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
 - 12.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
 - 12.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,
13. Outside Agencies:
 - 13.(i) ICSS may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, ICSS shall provide the LEA with notice of the request and types of information requested. Both ICSS and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. ICSS and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the IMPERIAL County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.
 - 13.(ii) ICSS agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.
 - 13.(iii) LEA agrees that if it is determined by ICSS that it is required by subpoena or other lawfully issued order to permit access to student data, and if for any reason LEA does not permit the access to data, LEA shall defend, and/or indemnify and hold harmless ICSS for any or all actions, and losses, including attorney's fees that may arise out of LEA's actions.
 - 13.(iv) Additionally, the LEA and ICSS may have the periodic needs to share data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with the LEA and ICSS or to perform relevant research studies. ICSS shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.
14. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
15. Indemnification/Liability: ICSS and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. ICSS shall be

indemnified and held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

16. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
17. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between ICSS and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
18. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. ICSS certifies that Student Data shall not be retained or available to ICSS upon expiration of the term of this MOU. ICSS shall work with LEA for the orderly transfer and disposition of Student Data. ICSS shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time. ICSS may retain a specific pupil's Data in the event that the pupil chooses to establish or maintain an account with the ICSS for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.
19. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Imperial County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Imperial, State of California.

**IMPERIAL COUNTY
SUPERINTENDENT OF SCHOOLS**

**HOLTVILLE UNIFIED SCHOOL DISTRICT
621 EAST 6th STREET
HOLTVILLE, CA 92250**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Attachment 1

Imperial County Office of Education

Data Sharing Contact List

(Please complete and return with MOU)

District Name: _____

Executive Contact:

Name: _____ Email Address: _____

Title: _____ Phone Number: _____

Assessment Contact:

Name: _____ Email Address: _____

Title: _____ Phone Number: _____

CALPADS Contact:

Name: _____ Email Address: _____

Title: _____ Phone Number: _____

Student Information System Contact:

Name: _____ Email Address: _____

Title: _____ Phone Number: _____

California Agricultural Teachers' Induction Program (CATIP)

Mentor MOU 2019-2020



Welcome to the California Agricultural Teachers' Induction Program. We look forward to working with you to provide a relevant alternative induction program that will support credential candidates through agriculture education mentors. Our goal is to provide meaning in all professional development that new agriculture teachers are required to complete as they work toward clearing their teaching credentials.

This consortium was formed in 2017 out of a need identified in the California Agricultural Teachers' Association Vision 2030 Project, which began in 2013. It was generally recognized that our unique crew of early career agriculture teachers were looking for a more substantial connection to their veteran peers as they navigated their first few years. This program is brought to agriculture teachers through the California Agricultural Teachers' Association (CATA) and the Yolo-Solano Center for Teacher Credentialing (YSCTC) – coordinated through Davis Joint Unified School District (DJUSD). To be considered for acceptance to CATIP the Candidate must review, complete, and return the following documents by September 1st:

1. Be an agriculture teacher in good standing by the standards of California agricultural education.
2. [Apply](#) to the Program.
3. Communicate preference for a **Credential Candidate**.
4. Attend an **orientation seminar** at the CATA Summer Conference.
5. Complete the **Mentor MOU** (on reverse).
 - a. To be signed by the mentor and returned to the CATIP office.
6. Review the **CATIP Assignment Index** (on website).
 - a. Outlines the obligations for candidates to fulfill requirements and remain in good standing with the program.

Every document outlined above is required to formalize participation, of all parties, in CATIP. If we can provide any clarification about these documents, please contact us at the information located below. For any further information on the program, please visit us at:

www.calagteachers.org/CATIP

Name	Title	Phone	Location	Mailing Address
Grant Ermis	Program Director, CATIP	(209) 480-7885	Davis, CA	4632 2 nd Street Ste. 120 Davis, CA 95618
Email	grantermis@calagteachers.org			

Support Staff

Name	Title	Phone	Location	Physical Address
Kerry Stockton	Administrative Assistant, CATA	(209) 744-1614	State FFA Center	13020 W. Stockton Blvd Galt, CA 95632
Email	kstockton@calagteachers.org			
Taryn Tyrell	Program Manager, YSCTC	(530) 747-2008; ext. 136	Davis, CA	4632 2 nd Street Ste. 120 Davis, CA 95618
Email	tttyrell@yscenter.org			

Mentor Memorandum of Understanding

Mentor: Lindsay Cox

School: Holtville High School

**CATA
Region:** _____

**Credential
Candidate(s):** Jennifer Sutter

The mentor listed above agrees to:

1. Be able to demonstrate:
 - a.) Knowledge of beginning teacher development;
 - b.) Knowledge of the state-adopted academic content standards and performance levels for students, state-adopted curriculum frameworks, and the California Standards for the Teaching Profession (CSTPs);
 - c.) Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective MENTOR;
 - d.) Willingness to engage in formative assessment processes, including non-evaluative (for employment purposes) reflective conversations about formative assessment evidence with Credential Candidate(s) (CC);
 - e.) Willingness to work with CC(s) weekly, and share instructional ideas and materials;
 - f.) Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity;
 - g.) Effective interpersonal and communicative skills;
 - h.) Commitment to personal professional growth and learning as evidenced by regular attendance at CATA sponsored professional development events and organizational meetings;
 - i.) Willingness and ability to be an excellent professional role model.
2. Review, understand, and enact CATIP policies and expectations.
3. Meet with your Credential Candidate(s) before school begins (or as soon as you are assigned), introduce them to the California Agricultural Teachers' Induction Program requirements, and establish a plan of interaction for the duration of the year.
4. Assist your Credential Candidate(s) in completing assignments as outlined in the Candidate Assignment Index, and participate in professional development events as a role model.
5. Provide individual targeted support for credential candidate(s), communicating weekly to gauge and initiate the support process.
6. Attend CATA Section and Region meetings, Road Show, and CATA Summer Conference to support your credential candidate.
 - a.) Note: Attending Supervising Teacher Conference is highly recommended.
7. Communicate and/or meet with District Coordinator or Program Leadership upon request.
8. Participate in required Mentor trainings.
9. Hold in confidence Credential Candidate(s) formative/summative assessment information.

Mentor: _____
(signature)

Administrator: _____
(signature)

Date: _____

Administrator: Anthony Arevalo
(printed name)

Date: _____

This MOU must be submitted to the CATIP offices by September 1st to be considered.

**Agreement for Funding
Locher Agricultural Fund**

This Agreement for Funding, entered into between El Dorado Community Foundation and Holtville FFA, is subject to the following terms & conditions:

1. The Grant Period is **September 1, 2019 – August 31, 2020**.
2. The amount of the Grant is **\$1,125.00** for "Livestock Handling System".
3. Grant funds will only be used for the "Livestock Handling System" program described in your application.
4. Unless prior arrangements have been made, grant funds not expended by August 31, 2020 will be returned to El Dorado Community Foundation.
5. Holtville FFA agrees to maintain records of receipts and expenditures and to make its books and records available to the El Dorado Community Foundation at reasonable times.
6. Holtville FFA agrees to submit a year end report no later than September 30, 2020. The report format will be provided by El Dorado Community Foundation in September 2020.

Your signature indicates acceptance of these terms. We appreciate the opportunity to assist you in this important work and look forward to learning of your progress!

Holtville FFA

By: [Signature]
Signature of School Principal

Anthony Arevalo
Principal's Printed Name

8-13-19
Date

By: [Signature]
Signature of School CFO

John Paul Wells
School CFO's Printed Name

8/8/19
Date

By: [Signature]
Signature of FFA Instructor

Lindsay Coy
FFA Instructor's Printed Name

8/8/19
Date

EL DORADO COMMUNITY FOUNDATION

By: _____
William J. Roby, Executive Director

Date

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School / School District Placement Agreement ("Agreement") is made this 1st day of July, 2019, by and between Holtville Unified School District, with an address located at 621 E. 6th Street, Holtville, CA 92250, and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 ("USC"). USC and School/District may be referred to collectively as the "parties" and individually as a "party."

WHEREAS, USC offers graduate degree programs to its students ("Candidates") in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences ("Programs"), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the "Addenda") is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly

to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30th of the calendar year following the third anniversary of the Term Commencement Date. Unless any party terminates this Agreement pursuant to this Section 10, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1st thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Holtville Unified School District, 621 E. 6th Street, Holtville, CA 92250; attention: Celso Ruiz, Superintendent; email, celso@husd.net.

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.


14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

Holtville Unified School District	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK- PECK SCHOOL OF SOCIAL WORK
Print Name: _____	Print Name: _____

Signature: 	Signature: _____
Dated: _____	Dated: _____

SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the School / School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California*, the California Basic Educational Skills Test), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

Holtville Unified School District	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Dated: _____	Dated: _____

TEACHING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (i.e., “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher’s guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC

to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. **Use of Video.** USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. **Performance Data.** Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

Holtville Unified School District	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Dated: _____	Dated: _____



**Memorandum of Understanding between
Sandy Hook Promise Foundation and Holtville Unified School District**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by Sandy Hook Promise Foundation ("SHP"), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and the **Holtville Unified School District** organized and existing under and pursuant to the Constitution and laws of the State of **California** and with a primary business address at **621 East 6th Street, Holtville, CA 92250**. SHP and District may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHP and DISTRICT will partner to implement and sustain SHP's no-cost, **Say Something, Start with Hello, Signs of Suicide and Safety Assessment & Intervention** prevention programs to all DISTRICT Middle and High Schools for a minimum of three years. This MOU reflects the three year period of **August 2019 – August 2022**.

- Say Something™ ("SS") teaches students how to look for warning signs, signals and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult to get them help.
- Start with Hello™ ("SWH") teaches youth how to be more inclusive and connected to one another. SWH works to create connectedness and sustain an inclusive school culture by minimizing social isolation, marginalization and rejection BEFORE an individual chooses to hurt themselves or others.
- Signs of Suicide™ (SOS) trains youth and adults how to identify, intervene and get help for students who may be depressed or suicidal.
- Safety Assessment & Intervention™ ("SAI") teaches school safety teams within school districts how to identify, assess and respond to threats of violence or at-risk behavior BEFORE a tragedy takes place. SAI not only addresses the threat itself but also the helps identify and treat the underlying issue that led the student to make the threat.

2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto and made a part hereof.

A. SHP will perform the following duties and in more detail in Exhibit A Scope of Work:

- I. **SHP will assign a SHP funded School Outreach Coordinator that will work with and assist Holtville Unified School District with delivering and sustaining programs.**
- II. **Program coordination and delivery:** SHP will work directly with the schools/school district to manage all presentation logistics, including arranging dates and time for the presentation, securing certified trainers to deliver the training presentations, and supply all supporting materials and resources, including copies, manuals and promotional materials as needed. Trainings will be repeated once a year for each year of the MOU. As requested by the school district, SHP will provide an overview/training of the programs to district/school staff and parents/community members. Following the training presentations, SHP will follow up with the adult champion within the school and the applicable school district staff to report results, including success stories and numbers of youth/adults trained. As needed, SHP will recruit, train



and manage a diverse pool of certified Promise Presenters to deliver programs.

- III. Program sustainability: SHP will work with the district to provide support to the District Point Person, as well as one-on-one support to an "adult advisor" and an existing or newly established youth club within each of the Middle and High schools, connecting them to Students Against Violence Everywhere (SAVE) Promise Club tools, support and resources. SHP will provide coaching and help develop workplans and calendars, including implementation and follow up support for Call to Action (CTA) weeks. SHP will also help connect the school clubs to outside resources that can support and promote the work via volunteer Promise Leaders as requested by the district/adult advisor.
- IV. Compliance: SHP shall adhere to DISTRICT guidelines, policies, and applicable federal and State laws for performing services on school campuses.
- V. Background Checks: All SHP employees, agents and volunteers who may have contact with students will undergo and must pass a background check and finger printing before interacting with students.

B. DISTRICT will perform the following duties:

- i. Communication: DISTRICT will communicate support and endorsement of SHP programs to participating schools, provide support with scheduling and outreach to schools and, where needed, communication on presentations/training.
- ii. Recruitment and Sustainability: DISTRICT will identify "adult advisors" (for example - educator, administrator) who will coordinate and be the main contact with SHP staff within each school and who will serve to register/lead the SAVE Promise Clubs. Each school receiving a no-cost *Know the Signs* program is required to register as a SAVE Promise Club and sustain the programs throughout the duration of the MOU either through forming a SAVE Promise Club or embedding the program into an existing club. The adult advisor and club must be identified before the program is delivered.
- iii. Liaison: DISTRICT representatives will participate in agreed upon communication calls and/or meetings with SHP for updates.
- iv. Work Space: DISTRICT will provide a work area for the SHP School Outreach Coordinator to use when working in the DISTRICT and with as needed supplies, technology and materials.
- v. Policies and Procedures: DISTRICT to inform and train SHP on relevant policies and procedures to the services SHP is providing. DISTRICT to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHP support staff.
- vi. Special Event Support: DISTRICT to support identified and agreed to special events and SHP "Call to Action" Weeks including VIP management, media management and venue management.

3. FUNDING. SHP shall fund program development, implementation and sustainability. This Agreement does not include or anticipate the exchange of any funds between the Parties excluding materials and collateral requested above and beyond allocated amounts provided to each school. SHP does not cover the cost of educators and/or administrators time away from the classroom or school as well as meals or snacks during training sessions.

4. TERM AND TERMINATION. This agreement shall be effective for three years, from the date the last Party signs



through **August 30, 2022**. This Agreement may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This Agreement may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties.

5. CONFIDENTIALITY

- I. This Agreement, all communications and information obtained by SHP, its employees, agents and volunteers, from DISTRICT relating to this Agreement, and all information developed by SHP under this Agreement, are confidential. Except as provided in Subsection 5iii, below, without the prior written consent of an authorized representative of DISTRICT, SHP shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. As far in advance as is reasonably possible prior to any disclosure of such matters, whether as required by law or otherwise, SHP shall inform DISTRICT, in writing, of the nature and reasons for such disclosure. SHP shall not use any communications or information obtained from DISTRICT for any purpose other than the performance of this Agreement, without DISTRICT's written prior consent.
- II. At the conclusion of the performance of this Agreement, SHP shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT's specific approval, SHP may retain copies of such materials, subject to the requirements of Subsection 5i, above.
- III. SHP may disclose to any sub-contractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 5i, above, that is reasonably required for the performance of the sub-contractor's work under this Agreement. Prior to any such disclosure, SHP shall obtain the sub-contractor's written agreement to the requirements of Subsection 5i, above and shall provide a copy of such agreement to DISTRICT.
- IV. SHP represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall SHP make representations about the DISTRICT in oral or written form without the prior written approval of DISTRICT.
- V. SHP's obligation of confidentiality with respect to information submitted or disclosed to SHP by DISTRICT hereunder shall survive termination of this Agreement.
- VI. SHP understands and agrees that it is subject to all DISTRICT policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

6. LIABILITY. The DISTRICT shall not be liable to SHP for personal injury or property damage sustained by SHP, its employees, or agents in the performance of this agreement, whether caused by the DISTRICT, its officers, employees, or by third persons.

7. INDEPENDENT CONTRACTOR. While engaged in performance of this agreement, SHP is an independent contractor and is not an officer, agent, or employee of the DISTRICT. SHP is not entitled to benefits of any kind to which DISTRICT's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health



insurance and retirement benefits. SHP assumes full responsibility for the acts and/or omissions of SHP's employees or agents as they relate to performance of this agreement. SHP assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to SHP and SHP's employees and agents. SHP warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. SHP agrees to indemnify DISTRICT for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by SHP's employees and agents under this agreement.

8. CONFLICT OF INTEREST. SHP represents that SHP has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by SHP. SHP shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

- I. SHP will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the DISTRICT prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
- II. SHP warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with view toward securing any business from DISTRICT or influencing such person with respect to the conditions, or performance of any contracts with or orders from DISTRICT, including without limitation this agreement. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and SHP.
- III. Should a conflict of interest issue arise, SHP agrees to fully cooperate in any inquiry and to provide the DISTRICT with all documents or other information reasonably necessary to enable the DISTRICT to determine whether or not a conflict of interest existed or exists.
- IV. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, notwithstanding Section 4, "Term and Termination," above, in addition to whatever other remedies the DISTRICT may have.

9. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of the DISTRICT that, in connection with all work performed under DISTRICT agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, SHP agrees to comply with applicable federal and state laws. In addition, SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

10. NON-DISCRIMINATION. The DISTRICT is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The DISTRICT prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these



actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHP agrees to comply with applicable federal and state laws. In addition, the SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

11. GOVERNING LAW. The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of **California**.

12. FINGERPRINTING and BACKGROUND CHECKS. SHP shall perform the following acts:

- I. As required by DISTRICT, SHP shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by DISTRICT;
- II. Prohibit employees, agents and volunteers of SHP from coming into contact with students until DISTRICT and/or SHP has ascertained that the employee, agent or volunteer has not been convicted of a felony;
- III. Certify in writing to the DISTRICT that neither SHP nor any of SHP's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
- IV. As required, provide a list of the names of SHP's employees, agents and volunteers who may have contact with students to the DISTRICT administrator for this Agreement.

13. INSURANCE SHP shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHP's fulfillment of any of its obligations under this Agreement or either Party's use of the Work or any component or part thereof:

- I. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
- II. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- III. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHP's full liability under applicable state and federal laws, as follows:
 - Part A – Statutory Limits
 - Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000
- IV. **Errors & Omissions (Professional Liability)** coverage, as follows:
 - \$1,000,000 per occurrence/ \$1,000,000 aggregate



V. **Sexual Abuse and Molestation** coverage, as follows:

\$1,000,000 per occurrence/\$1,000,000 aggregate

SHP, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage.

14. **INDEMNIFICATION.** SHP shall indemnify and hold harmless DISTRICT and its Board Members, administrators, employees, agents, attorneys, and SHPs (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

The DISTRICT agrees to indemnify and hold harmless SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it, from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the DISTRICT arising out of or in connection with the provisions of this agreement.

15. **NOTICES.** All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement will be sent by prepaid first class mail, electronic mail, telephone facsimile, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail or telephone facsimile; or when delivered, if delivered by hand.

To SHP:

Name: Paula Fynboh
Title: Vice President, Field Operations
Company: Sandy Hook Promise
Address: 13 Church Hill Road
Address: Newtown, CT 06470
Telephone: 202.813.2140
Facsimile: N/A
Email: paula.fynboh@sandyhookpromise.org

To **Holtville Elementary School District:**

Name: **Celso Ruiz**
Title: **Superintendent**
Office: **District Office**
Address: **621 East 6th Street**
Address: **Holtville, CA 92250**
Telephone: **(760) 356-2974**
Facsimile: **(760) 356-4936**
Email: **celso@husd.net**



17. DISPUTE RESOLUTION. Should any problem or conflict arise in the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion.

18. ENTIRE AGREEMENT/AMENDMENT. This Agreement, all exhibits to this Agreement constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement, as described in Section 4, above

[SIGNATURE PAGE FOLLOWS]



-DISTRICT-	-SHP-
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): _____	NAME (Print): _____
POSITION: _____	POSITION: _____
DATE: _____	DATE: _____



EXHIBIT A – SHP SCOPE OF WORK

By signing this MOU and agreeing to the Scope of Work, the DISTRICT commits to both implement the KTS Program(s) and sustain the KTS Program(s) via a youth club. The DISTRICT will provide the names and contact information for all Adult Advisors within each school who will be advising the youth clubs in sustaining the Program BEFORE training can take place.

To complete this step, your district should have received a SAVE Promise Club Registration Spreadsheet along with the MOU. Districts must complete the red highlighted columns for each Middle and/or High School receiving our Programs within your district, and send back to SHP along with the completed MOU.

Program Delivery & Sustainability:

Sandy Hook Promise and DISTRICT will work together to train all DISTRICT Middle and High Schools students in **Start with Hello, Say Something, Signs of Suicide, and Safety Assessment & Intervention.**

Start With Hello:

SHP and DISTRICT will work together to train all DISTRICT Middle and High Schools in Start With Hello.

Start With Hello delivery within DISTRICT is anticipated to take place in **February – March 2020.**

Say Something:

SHP and DISTRICT will work together to train all DISTRICT Middle and High Schools in Say Something.

Say Something delivery within DISTRICT is anticipated to take place in **September – October 2019.**

Signs of Suicide (SOS):

SHP and DISTRICT will work together to train identified DISTRICT staff/faculty in the SOS implementer training. The SOS implementer training within DISTRICT is anticipated to take place in **October 2019.**

DISTRICT commits that staff/faculty receiving the implementer training will deliver SOS to **7th – 12th grades** in **November 2019.**

By **December 2019**, DISTRICT will provide Sandy Hook Promise with the grade levels trained, dates students were trained, and number of students trained, in the Signs of Suicide program.

Safety Assessment & Intervention:

SHP and Holtville Elementary School District will work together to train school safety teams from all DISTRICT Elementary, Middle and High schools/campuses in SAI.

Holtville Elementary School District will identify the school safety teams and communicate the purpose and expectations of the SAI training before the training can take place. The SAI training will take place in between **September - October 2019. SHP will deliver up to 4 total SAI Trainings, in order to meet the minimum number of 15**



schools required at each training. This county-wide training is intended to serve at least 12 School Districts across Imperial County, including ICOE.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

HOLTVILLE UNIFIED SCHOOL DISTRICT

RESOLUTION NO.# 19/20-002

DELEGATION OF AUTHORITY TO PAY AND SIGN PROPER LEGAL BILLS, BILLINGS, INVOICES, AND ORDERS UNDER SPECIFIC LIMITATIONS

WHEREAS, The Governing Board is authorized in Education Code section 35161 to delegate any of its statutory powers or duties to the Superintendent of the District or any other management employee of the District

WHEREAS. The Governing Board has adopted Board Policy No. 3300 in accordance with Education Code section 35161 which authorizes the Governing Board to delegate any of its statutory powers or duties to the Superintendent of the District or any other management employee of the District.

WHEREAS. Education Code section 42632 authorizes the Governing Board to authorize the Superintendent of the District and/or any other management employee of the District to sign "orders" drawn on the funds of the District.

WHEREAS. The Governing Board now desires to specifically delegate to the Superintendent of the District and/or also the Chief Business Official of the District the authority to pay proper and legal bills, billings, invoices, and orders submitted to the District without prior or subsequent approval by the Governing Board; and also now desires to specifically authorize the Superintendent and/or the Chief Business Official to sign the necessary orders so that proper and legal payment may be made in response to such bills, billings, invoices and orders to the District.

NOW, THEREFORE, BE IT RESOLVED THAT

The Governing Board hereby specifically delegates to the Superintendent of the District and the Chief Business Official of the District the authority to pay proper and legal bills, billings, invoices, and orders submitted to the District without prior or subsequent

approval by the Governing Board under the limitations of this Resolution.

BE IT FURTHER RESOLVED THAT

The Superintendent and/or the Chief Business Official, within their discretion, are hereby authorized to pay proper and legal bills, billings, invoices, and orders submitted to the District without prior or subsequent approval by the Governing Board under the limitations of this Resolution which shall include all of the following:

- I. Each and every payment of any bill, billing, invoice or order authorized and signed shall be consistent with the current adopted Budget in the District. This means that each and every payment shall be consistent with the amounts budgeted in any major classification of the current adopted Budget in the District.
2. The Superintendent and Chief Business Official shall exercise great care and diligence with regard to each and every payment of any bill, billing, invoice or order, and shall adhere to established, careful business practices.
3. Each and every payment and signing of each and every proper and legal bill, billing, invoice and order shall be consistent with all Board Policies in the District and all actions by the Governing Board.
4. Each and every monthly payment, or possible alternate payment schedule of more than a month, under this Resolution shall have an absolute maximum amount of 200,000 dollars. Multiple payments shall not be utilized to exceed this absolute maximum amount with regard to any regular or monthly bill, billing, invoice or order. Payments for the following purpose will be exempt of the maximum amount limitation: Medical, Dental, Vision, Long-Term Disability & Life Insurance, Voluntary Deduction Insurances, Worker's Compensation, Certificate of Participation payments, Liability Insurance, Lease Purchases Contracts and Payroll Taxes, Food Service, Utilities, Revolving Credit Card, and Relocatable Leasing.
5. No payment shall be made under any contract or agreement

unless such contract or agreement was authorized and entered into lawfully and consistent with established Board Policies and practices in the District.

6. The Superintendent and/or Chief Business Official shall report to the Governing Board at its next regular meeting as an information item each and every payment and signing under this Resolution.
7. This Resolution shall not be in effect during any time when the District is operating without an approved Budget, or during any time when the County Superintendent has stay and rescind authority over actions by the District.

BE IT FURTHER RESOLVED THAT

The Superintendent and/or the Chief Business Official also are authorized to sign the necessary orders so that proper and legal payment may be made in response to such bills, billings, invoices and orders to the District:

PASSED AND ADOPTED this 19th day of August, 2019

HOLTVILLE UNIFIED SCHOOL DISTRICT

Board President

JESSE DOUGLAS HARTLINE
1716 SUNBEAM LAKE DRIVE SP-158
EL CENTRO, CA 92243
(760) 455-1037
dougbksfld@aol.com

TO:HOLTVILLE SCHOOL DISTRICT

ATTN: JOHN PAUL WELLS ASSISTANT SUPERINTENDENT

This Agreement, made and entered this 15th day of August,2019, by and between the HOLTVILLE SCHOOL DISTRICT,HEREINAFTER REFERRED TO AS “Owner” and Jesse Douglas Hartline, referred to as “Inspector”

Witnesseth:

Whereas, Owner will require the services of a DSA certified inspector for the HOLTVILLE MIDDLE SCHOOL PROJECT.

Whereas Doug Hartline is a qualified,experienced and competent inspector approved the Architect, the State of California, and the Division of State Architect, and he is willing to perform, and the Owner is desirous of securing services of such inspector, pursuant to the terms, conditions, and promises hereinafter set forth

Now, therefor, in consideration of mutual covenants and monetary benefits hereafter set forth, the parties agree as follows:

1. Inspector shall represent the Owner as the Inspector for such projects that Holtville School district will need such inspections.
2. Inspector shall perform all the duties of the inspector as per Title 21,Chapter 1, Section 42.
3. Inspector shall work with the Architect and will immediately report to the Architect any failure on the part of the Contractors to comply with the approved plans and specifications or an attempted substitutions as to specified workmanship or materials in any portion of the work.
4. Inspector shall prepare, maintain and submit to the Owner and Architect,Comprehensive Construction Activity Progress Reports to include

deficiencies, progress status, percentage complete, submittals, safety violations noted to the Contractors.

5. Inspector shall be physically present during construction operations and additional times as necessary to bind contractors to the contract, which may require weekend and night work by arrangement.
6. Inspector shall make and submit to the Architect an accurate and complete Construction report or daily diary, and such other supplementary reports as are necessary as the work progresses, on forms which will be supplied daily or future reference to such operations by the Inspector. All such paper and documents shall be and remain the property of the Owner.
7. Inspector shall have the authority to call attention of the Contractors to any infringement upon Plans and Specifications: to reject defective materials and to suspend any work that is being improperly done, subject to the decision of the Architect.
8. It is the expressed intention of the parties hereto that the relationship created by this Agreement is that of an independent contractor and not that of an employee of the Owner. Nothing in this agreement shall be construed to mean that the Owner retains control over the manner and means of how the Inspector performs as Inspector, but only as the results of the work.
9. Owner shall pay to the Inspector for and on account of his services performed under this agreement \$90.00 per hour worked or a lump sum for a project if that sum is agreed upon by Owner and Inspector prior to the start of a specific project.
10. The term of this agreement shall be until each project is complete to the Owners satisfaction.
11. This agreement is terminable at any time with 30 days written notice by either party.
12. In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first written above.

Inspector

Owner

By: _____ By: _____

Jesse Douglas Hartline Date

Holtville School District Date