



## HOLTVILLE UNIFIED SCHOOL DISTRICT

### Governing Board of Trustees

### Regular Board Meeting

June 20, 2022

#### Board of Trustees

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., Member

#### Superintendent

Celso Ruiz

#### Assistant Superintendent

John Paul Wells



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

*Monday, June 20, 2022*

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

*Holtville Unified School District, Board Room, 621 E 6<sup>th</sup> Street Ave., 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*

*Matt Hester, President*

*Robin Cartee, Clerk*

*Kevin Grizzle, Member*

*Jared Garewal, Member*

*Ben Abatti Jr., 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) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1*

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

**5. REPORTABLE CLOSED SESSION ACTIONS:**

**BOARD OF TRUSTEES**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING – June 20, 2022**  
**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  
Governing Board  
Assistant Superintendent  
Superintendent*

**8. INFORMATION ITEMS**

*Report on the Local Indicator Results*

*(Mr. Drye)*

**9. CONSENT AGENDA**

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

**A. FINANCE AND BUSINESS**

- 1) Warrant Orders week beginning 6/16/22  
(Supplemental Information)*

*Pgs. 2-4*

**B. PERSONNEL SERVICES**

- 1) Certificated Resignation  
2) Classified Maternity Leave  
3) Classified Resignation*

*Pg. 6*

*Pg. 7*

*Pg. 8*

**C. GENERAL BUSINESS**

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

- 1) Agreement for Legal Services with Currier & Hudson  
2) MOU between the Imperial County Consortium Teacher Induction Program & the Holtville Unified School District Regarding the Provision of Teacher Induction Services for the 2022-23 SY*

*Pgs.10-11*

*Pgs. 12-16*

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

**10. PUBLIC HEARING**

- A) Public Hearing regarding the Holtville Unified School District's 2021-22 Estimated Actuals/2022-23 July 1 Budget Report*

*(Mr. Wells) Pg. 18*

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – June 20, 2022  
AGENDA PAGE 3**

**11. ACTION/DISCUSSION ITEMS**

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

**A) Approve the 2022/23 Local Control and Accountability Plan (LCAP)**

*(Mr. Velazquez) \*\*\**

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

**B) Approve Board Resolution 2021/22-014 a Resolution Ordering and Election, Requesting County Elections to Conduct the Election, Requesting Consolidation of the Election, and Specifications of the Election Order**

*(Mr. Ruiz) Pgs. 20-22*

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

**12. FUTURE BOARD MEETING DATE**

*Thursday, June 23, 2022 is the next Special Board Meeting*

**13. ADJOURNMENT**

**\*\*\* Available online <https://www.husd.net> and a hardcopy available at the District Office**

**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

***WARRANTS***

Register 000196 - 06/16/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000196, Dated 06/16/2022					
22181636	770.13	Printed	010		ARTIANO SHINOFF ABED BLUMENFEL (000041/2)
22181637	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
22181638	1,529.58	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
22181639	792.30	Printed	130		CDE CASHIERS OFFICE (000095/1)
22181640	7,475.65	Printed	010		CITY OF HOLTVILLE (000102/1)
22181641	2,424.05	Printed	010		COSTCO (000110/1)
22181642	69.07	Printed	010		COUNTY MOTOR PARTS (000111/3)
22181643	60.00	Printed	010		David West (000758/1)
22181644	990.00	Printed	010		DAVID WEST INSURANCE (000121/1)
22181645	74.26	Printed	130		DEL SOL MARKET (000125/1)
22181646	49.00	Printed	010		Department of Justice Accounting Office (000130/1)
22181647	2,403.16	Printed	130		DOMINOS PIZZA (000142/1)
22181648	984.92	Printed	010		DRYE, MITHCELL (000516/1)
22181649	1,094.50	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
22181650	118.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
22181651	969.84	Printed	010		GEORGES PIZZA (000177/1)
22181652	115.62	Printed	010		HERAZ, ANN (000689/1)
22181653	1,682.32	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
22181654	542.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
22181655	2,067.39	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
22181656	46,546.84	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22181657	389.48	Printed	010		IMPERIAL VALLEY PAINT CENTER (000229/1)
22181658	28.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
22181659	383.15	Printed	010		INTERSTATE BATTERY SYSTEMS OF (000236/1)
22181660	1,987.48	Printed	010		KC MANUFACTURING INC (000252/1)
22181661	253.56	Printed	010		LANSMAN, AMY (000545/1)
22181662	285.00	Printed	010		LORI'S SANITATION, LLC (000710/1)
22181663	30.00	Printed	010		PADILLA JORGE F (000297/1)
22181664	438.50	Printed	010		QUILL CORP (000318/1)
22181665	72.17	Printed	010		QUILL CORP (000318/1)
22181666	456.82	Printed	010		QUILL CORP (000318/1)
22181667	149.26	Printed	010		R S D (000320/1)
22181668	430.48	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
22181669	1,221.47	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
22181670	2,030.60	Printed	010		SISC II Life Ins (000474/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 06/16/2022, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

Page 24 of 82

Register 000196 - 06/16/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000196, Dated 06/16/2022 (continued)					
22181671	6,465.58	Printed	010		SISC III (000473/1)
22181672	160,791.21	Printed	010		SISC III- INS (000361/1)
22181673	180.02	Printed	130		SMART and FINAL- Credit Dept. (000362/2)
22181674	164.00	Printed	010		SPORTDECALS, INC (001036/1)
22181675	1,929.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
22181676	4,684.50	Printed	010		VISION SERVICE PLAN (000424/1)
22181677	11,024.23	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
22181678	6,810.36	Printed	010		WATER TREATMENT SERVICES (000483/1)
274,706.05		Number of Items		43	Totals for Register 000196

## Org Summary

Holtville Unified School District

Check #

22181636 through

22181678 Total Count

43

\$274,706.05



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

***PERSONNEL***

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED RESIGNATION  
**DATE:** JUNE 20, 2022

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The Board is requested to accept the following Certificated Resignation effective June 23, 2022:

1. Ana Duran	Counselor	SW/FA
2. Erika Berryman	Speech Pathologist	District

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED MATERNITY LEAVE  
**DATE:** JUNE 20, 2022

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The Board is requested to accept the following Classified Maternity Leave:

- |                 |                        |
|-----------------|------------------------|
| 1) Diana Bernal | Paraprofessional (HMS) |
|-----------------|------------------------|

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED RESIGNATION  
**DATE:** JUNE 20, 2022

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The Board is requested to accept the following Classified Resignation:

1. Valerie Mendoza	Paraprofessional	HHS
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**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***GENERAL BUSINESS***

### **AGREEMENT FOR LEGAL SERVICES**

This AGREEMENT is entered into by and between the HOLTVILLE UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT") and the law firm of CURRIER & HUDSON, a Professional Corporation (hereinafter "ATTORNEYS"), a law corporation registered with the State Bar of California and the California Secretary of State.

ATTORNEYS agree to provide legal services to and legal representation for the DISTRICT in regard to various matters and litigation in the area of employer/employee relations, labor relations, personnel administration, pupil rights and responsibilities, general operations, and educational and related issues, when requested by the DISTRICT and agreed to by ATTORNEYS. Nothing herein is to be construed as an exclusive agreement preventing or otherwise discouraging DISTRICT from employing other attorneys when desired and for whatever purposes. The statutory authority for this AGREEMENT is contained in Government Code section 53060 and various provisions contained in the Education Code.

**The DISTRICT agrees to compensate ATTORNEYS for legal services at the hourly rate of \$210.00.** ATTORNEYS will bill legal work performed in increments of 1/10th of an hour unless some alternative arrangement, such as a single fee, is agreed to between the parties in writing. The DISTRICT agrees to compensate ATTORNEYS for ordinary reasonable costs and expenses to include, but not limited to, travel time, mileage at the current Internal Revenue Code reimbursable rate, postage in excess of that for routine correspondence, and fees for court filing and service of process. Such expenses shall be charged at the rates actually charged to ATTORNEYS. ATTORNEYS do not charge for long distance telephone calls, faxing of documents, or routine postage and copy costs.

In the event there is a continuing dispute regarding fees or costs billed by the ATTORNEYS, either party may resolve such dispute by submitting it to binding arbitration conducted by the American Arbitration Association.

ATTORNEYS agree that they are independent contractors and not employees of the DISTRICT, and that ATTORNEYS are licensed by and in good standing with the State Bar of California. ATTORNEYS maintain Lawyers Professional Liability insurance coverage in the amount of \$1,000,000/\$3,000,000 aggregate and other coverages required by law, including Workers Compensation in the amounts required by law.

The term of this AGREEMENT shall commence on July 1, 2022, and continue through June 30, 2023, and from month to month thereafter until terminated by either party. Either party may terminate this AGREEMENT at any time upon ten (10) days prior written notice from the party seeking termination to the other party, without cause and at any time during the term herein or any extension of such term.

For: HOLTVILLE UNIFIED  
SCHOOL DISTRICT

For: CURRIER & HUDSON



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

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

Date: \_\_\_\_\_

Date: May 24, 2022

## **Memorandum of Understanding**

### **Between the Imperial County Consortium Teacher Induction Program and The Holtville Unified School District Regarding The Provision of Teacher Induction Services for the 2022-23 School Year**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and **Holtville Unified School District** (District) for the ICOE to provide California Commission on Teacher Credentialing Accredited CA Teacher Induction services during the 2022-23 school year. The ICOE's Curriculum and Instructional Services Department will be the point of contact for ICOE obligations under this MOU.

The terms of this Agreement are as follows:

#### **ICOE's Obligations:**

- A. Provide for the selection and services of a Teacher Induction Director.
- B. Provide for the selection and services of a Teacher Induction clerical assistant.
- C. Coordinate with the Human Resources directors of the consortium districts and the Teacher Induction Advisory Team (Curriculum and Instructional Leaders Network).
- D. Assist districts, as needed, with identification and placement of all qualified Candidates into the program including identifying Candidates eligible to apply for the Early Completion Option.
- E. Aid with the Mentor matching process, including monitoring application and selection processes, eligibility, collecting and storing required documentation, etc., as needed and requested by the districts.
- F. Aid in recruiting and training qualified Mentors and a District Lead, and developing professional agreements under which Mentors and District Leads deliver Teacher Induction services as needed and requested by the districts.
- G. Provide formative assessment training and other Skill Builder training for Mentors (recorded, virtually, or in person as appropriate).
- H. Provide all required training materials for all Mentors and Candidates in the Teacher Induction program as well as materials utilized in the professional development of Candidates and Mentors (virtually or in person as appropriate).
- I. Provide professional development to Candidates to meet the demands of the Induction program standards, including training District Leads to prepare and deliver training to Candidates and Mentors during their monthly meetings (virtually or in person as appropriate).
- J. Provide Site Administrator training as needed or requested (virtually or in person as appropriate).
- K. Provide districts with information regarding Candidate and Mentor attendance at meetings, program component completion, and other accountability data as needed or requested.
- L. Coordinate required program evaluation for accreditation and program improvement purposes.



- M. Maintain a 5 year database of participants for informational tracking purposes, coordination of services, program evaluations, and to provide necessary documentation to candidates when needed.
- N. Prepare and submit all required program budgets, reports, and fees to ICOE and the Commission on Teacher Credentialing as required.
- O. Maintain communication with the District and the District Lead as to the expectations of the support.

**District's Obligations:**

**A. Compensation:**

The District shall compensate ICOE in the amount of **\$5,000 dollars** per Candidate enrolled in the Imperial County Consortium Teacher Induction Program as of November 1 of the current school year. New hires after this date should receive just in time support from district personnel/staff and wait until the following school year to enroll with ICOE (actual enrollment deadline may be prior to November 1.) **Late hires may request an appointment to meet with the program director regarding other program options. There will be no reduction in cost if a Candidate separates from the district, is pulled from the program for any reason, or fails to complete the program after the November 1 date.** ICOE will invoice districts on or around December 15 of the current school year.

- a. A credit will be provided to districts with District Lead costs based on this scale: \$3,000 for 1-10 Candidates and an additional \$160 for each Candidate above 10. For example, if your district has 14 Candidates, the stipend is \$3640.
  - b. A credit will be provided to districts holding District Lead monthly meetings for snacks and materials on this scale: \$250 for 1-10 Candidates and an additional \$10 for each Candidate above 10. For example, if your district has 14 Candidates, the DL meeting credit is \$290.
  - c. Within 30 days of receiving the ICOE's invoice, the District shall pay the invoiced amount to ICOE.
- B. Identify and enroll all district teachers eligible for induction as soon as they are eligible if within the enrollment window. Eligible teachers hold a valid California preliminary credential and are working in an assignment the preliminary credential authorizes. Additionally, the CTC has granted flexibility to enroll candidates in the final phase of their Preliminary Prep program into induction for the 2021-22 school year if their completion was stalled due to COVID-19. If there are questions about eligibility, please contact the Program Director for assistance.
  - C. Implement a Teacher Induction Mentor application and selection process. Mentors must hold a CA clear credential and have a minimum of three years of teaching experience.
  - D. In coordination with the program director, appropriately match Mentors with Teacher Induction Candidates within the district within 30 days of Teacher Induction enrollment. Every effort should be made to match a Mentor that teaches at the same site, teaches similar content and/or grade level, and holds a matching credential. If this is not possible with district employees, please contact the program director for assistance.

- E. Pay supplemental payment (stipends) and benefits for Mentors working with enrolled Teacher Induction Candidates within the district for providing not less than one hour per week of individualized mentoring support (face to face virtually or in person).
- F. Provide and monitor release time for required formative assessment and on-going Mentor training, as needed, and for Mentors to attend appropriate professional development with their Candidate (whether virtual or in person).
- G. Provide and monitor release time for Candidates to attend appropriate professional development to meet Teacher Induction requirements.
  - a. **Teacher Induction pays registration fees for ICOE Teacher Induction trainings for Candidates and Mentors, however, if Candidates and/or Mentors do not attend and neglect to cancel a minimum of two weeks prior to the date of the event, Teacher Induction will not pay the registration and the district will be invoiced. This is per ICOE's Curriculum Department professional development cancellation policy.**
  - b. ICOE may take photographs or recordings of participants at events/training including screenshots and recordings of virtual training. These photographs and/or recordings shall be used to document the event/training, promote events in written materials, and be posted on the ICOE website and social media accounts.
- H. Provide release time for Mentor direct observations of Teacher Induction Candidate classrooms as required by the Teacher Induction program and provide release time for Teacher Induction Candidates to observe veterans in classroom practice as needed and required by the Teacher Induction program. This includes virtual classroom observation when appropriate.
- I. Provide facilities for meetings and training sessions for the Teacher Induction program as needed, and/or virtual meeting platform accounts when appropriate.
- J. Allow interested and eligible Candidates to apply for the Early Completion Option.
  - a. Induction is traditionally a two-year program.
  - b. The Early Completion Option is a one year alternative for experienced and exemplary teachers. A minimum of two years prior teaching experience and a satisfactory (meeting standard) or above rating on all elements of a Candidate's last two formal teaching evaluations are required. Also needed is site administrator approval based on current year observation evidence of exemplary practice documented on an Induction program provided form indicating applicable California Standards for the Teaching Profession components.
- K. Provide and monitor site and district administrator Teacher Induction Overview and formative assessment training in coordination with the Teacher Induction Director within the district as needed.
- L. Ensure Individual Learning Plan (ILP) goals are developed collaboratively between site administration, Candidate, and Mentor within 60 days of enrollment in the program.
- M. Design and implement the ILP solely for the professional growth and development of the Candidate and not for evaluation for employment purposes.
- N. Assign a clear credentialed employee to serve as Teacher Induction District Lead. The Teacher Induction District Lead is required to:
  - a. Attend ICOE District Lead scheduled virtual meetings.

- b. Prepare for, advertise and deliver district orientation to district Teacher Induction Candidates, Mentors and administration using a tailored ICOE generated materials.
- c. Collaborate with site administrators and/or the district Human Resources department regarding Candidate enrollment and Mentor matches, survey data, and other information.
- d. Prepare for, advertise and deliver approved professional development for district Teacher Induction Candidates and Mentors.
- e. Prepare for and host approved support meetings with district Teacher Induction Candidates and Mentors.
- f. Oversee district Teacher Induction Candidate and Mentor progress and communicate progress with site administration and program leadership.
- g. Notify and monitor the completion of induction program surveys with site leaders, Candidates and Mentors.
- h. Consult with the Teacher Induction Program Director in matters pertaining to the high-quality implementation of the program.
- i. Maintain a detailed log of hours, dates, and activities performed.
- O. Maintain communication with the Imperial County Consortium Teacher Induction Director as to progress of support.

**1. Additional Services.**

- a. In the event the District requires services from ICOE in addition to those set forth in this Agreement, ICOE shall be given additional compensation for those additional services. If either party believes that additional services from ICOE are necessary or desirable, that party shall submit a written description of the additional services to the other party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed by ICOE only after both parties agree in writing to proceed with the additional services.
- b. Additional Services may include, but are not limited to, substitute Mentor services, and additional Mentor services to meet Education Specialist credential authorization match requirements.

**2. Effective Date and Term of Agreement.** This Agreement shall commence on the later of the date the Agreement is signed by all parties or July 1, 2022 and shall remain in full force and effect until June 30, 2023.

**3. Termination:**

- a. In the event that the District fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- b. In the event that ICOE fails to perform on a material term of this Agreement, then the District shall have the right to terminate the Agreement upon thirty days written notice.

**4. Indemnification:**

- a. The District agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE

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

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

The Parties' representatives shall be:

ICOE:

Robin Bates, Director  
Imperial County Consortium  
Teacher Induction Program

1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6614  
Email: rbates@icoe.org

Holtville Unified School District:

Celso Ruiz, Superintendent  
621 East Sixth Street  
Holtville, CA 92250

Phone: (760) 356-2974  
Email: celso@husd.net

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

For the Imperial County Office of Education

By: Amanda Brooke

Amanda Brooke  
Deputy Superintendent

Date: 6/14/2022

For Holtville Unified School District

By: Celso Ruiz

Celso Ruiz, Superintendent  
Holtville Unified School District

Date: 6/20/22

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

***PUBLIC HEARING***

**Holtville Unified School District**

**PUBLIC HEARING ANNOUNCEMENT**

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The community and general public are invited to attend a public hearing regarding the Holtville Unified School District's 2021/22 Estimated Actuals/2022-23 July 1 Budget Report.

The meeting will take place on Monday, June 20, 2022 at the Holtville Unified School District Board Room, located on 621 E. Sixth Street, Holtville, Ca. 92250. The meeting will begin at 6:00 p.m.

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Ann Heraz, HUSD Administrative Assistant

Posted on June 6, 2022  
HUSD Administration Office

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

***ACTION/DISCUSSION***

**Resolution No. 2021/22-014**

**RESOLUTION ORDERING AN ELECTION,  
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION,  
REQUESTING CONSOLIDATION OF THE ELECTION, AND  
SPECIFICATIONS OF THE ELECTION ORDER**

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**Holtville Unified School District**

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designation shall, concurrently with or after the order of an election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election;

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election;

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city county, or other political subdivision are called to held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the Clerk of the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and



**WHEREAS**, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated;

**WHEREAS**, various district, county, and statewide and other political subdivision elections have been or may be called to be held on November 8, 2022;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Holtville Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 8, 2022 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District requests to the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said school board hereby requests the Board of Supervisors to permit the Imperial County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

**BE IT FURTHER RESOLVED AND ORDERED** that pursuant to Elections code Section 5322, the authority for the specifications of the election order, the governing body of the Holtville Unified School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 8, 2022

**Check the following that apply:**

**BE IT FURTHER RESOLVED AND ORDERED** that the Imperial County Elections Department conduct the election for the following Offices on the November 8, 2022 ballot.

SEATS OPEN	OFFICE	TERM	DIST/DIV
Three (3)	School Board Member	4 years	Holtville Unified

**No election will be held if there are an insufficient number of nominees.**

The qualifications of a nominee of an elective officer of the school district are as follows (i.e. a registered voter in the district, trustee area, etc.)

The Candidate's Statement of Qualifications shall be limited to ( )200 words or ( )400 words and will be paid for by the ( ) district or ( ) candidate.

Date of last map change: \_\_\_\_\_

A current map showing the boundaries within the County of the school district and the divisions of the school district, if any, is attached.

**BE IT FURTHER RESOLVED AND ORDERED** that the Imperial County Elections Department shall conduct the election following MEASURE(S) to be voted on at the November 8, 2022 election:

(insert 75-word ballot question here or attach, if more than one)

**BE IT FURTHER RESOLVED AND ORDERED THAT** Imperial County Elections Department is requested to: (Check one of the following)

- ☐ Print the attached measure text exactly as filed or indicated on the document in the Voter's Information Pamphlet section of the Sample Ballot for the November 8, 2022 election. Cost of printing and distribution of the measure text will be paid for by the city/district.
- ☐ Not to print the measure text in the Voter's Information Pamphlet of the Sample Ballot but send a copy to voters upon request at the cost of said city/district.

**BE IT FURTHER RESOLVED AND ORDERED** that the Imperial County Elections Department is ordered that in the event of a tie vote, the candidate will be selected by Ed. Code 5016(b):

- ☒ Run-off election
- ☐ By lot

**PASSED AND ADOPTED** by the Holtville Unified School District, County of Imperial, State of California, this 20<sup>th</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABENT:

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CHAIRPERSON OF SAID SCHOOL DISTRICT BOARD

Attested: \_\_\_\_\_  
Secretary