



## HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

June 17, 2024

Board of Trustees

Jared Garewal, President

Ben Abatti Jr., Clerk

Julie Duarte, Member

Matt Hester, Member

Kevin Grizzle, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells

# Holtville

where tradition meets vision



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

Monday, June 17, 2024

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

Holtville Unified School District, Board Room, 621 East 6<sup>th</sup> Street., Holtville, CA. 92250

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

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

**1. PRELIMINARY**

Call to Order  
Flag Salute  
Roll Call

Present      Absent

Jared Garewal, President  
Ben Abatti Jr., Clerk  
Julie Duarte, Member  
Matt Hester, Member  
Kevin Grizzle, Member

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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) Student Discipline Pursuant to California Education Code Section 48900

**5. REPORTABLE CLOSED SESSION ACTIONS:**

**6. RECOGNITIONS**

HHS Boys & Girls soccer teams

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – June 17, 2024  
AGENDA PAGE 2**

- 7. 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.*
- 8. COMMUNICATIONS FROM THE SCHOOL DISTRICT**  
*Holtville Teachers Association  
California School Employees Association  
Student Board Member  
Governing Board  
Assistant Superintendent  
Superintendent*
- 9. CONSENT AGENDA**  
*All matters on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. The Superintendent and staff recommend approval of all Consent Agenda items.*
- A. GENERAL FUNCTION**
- 1) *Adoption of Minutes: May 20, 2024* *Pgs. 3-6*  
*(Supplemental Information)*
- B. FINANCE AND BUSINESS**
- 1) *Warrant Orders week beginning 5/23/24 to week ending 6/13/24* *Pgs. 8-18*  
*(Supplemental Information)*
- C. PERSONNEL SERVICES**
- 1) *Certificated Resignation* *Pg. 20*  
2) *Classified Resignation* *Pg. 21*  
3) *Classified Maternity Leave* *Pg. 22*  
4) *Certificated Management Employment* *Pg. 23*
- D. GENERAL BUSINESS**  
*The Board is asked to approve the following items:*
- 1) *HUSD 2024-25 Board Meeting Schedule* *Pg. 25*  
2) *Agreement between HUSD & SDSU Research Foundation* *Pgs. 26-27*  
3) *2024-25 CIF application for Renewal of Multi-School Membership* *Pg. 28*  
4) *MOU between ICOE Curriculum Department & HUSD for the support of Street Data* *Pgs. 29-31*  
5) *MOU for the AmeriCorps Borderlands Program* *Pgs. 32-37*

**BOARD OF TRUSTEES**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING – June 17, 2024**  
**AGENDA PAGE 3**

**GENERAL BUSINESS continued**

- 6) *HUSD School-Based Medi-Cal Administrative Activities Participation Agreement* Pgs. 38-72
- 7) *Donation from Buds & Blooms in the amount of \$1590.80 to the Holtville FFA* Pgs. 73
- 8) *Agreement between the El Centro Elementary School District & HUSD for the provision of Special Education Services* Pgs. 74-85
- 9) *Agreement between the County of Imperial and HUSD for the Imperial County Sheriff's Office to provide a School Resource Officer* Pgs. 86-95
- 10) *MOU between ICOE & HUSD for Language Objectives Professional Learning 24-25* Pgs. 96-98
- 11) *MOU between HUSD & Imperial County Consortium Teacher Induction Program regarding the Provision of Teacher Induction Services for the 2024-25 SY* Pgs. 99-104

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

**10. INFORMATION ITEMS**

*Testing Update – Mr. Velazquez*  
*Federal Program Monitoring (FPM) Review Presentation – Mr. Velazquez*  
*2024-25 HUSD Local Control & Accountability Plan (LCAP)*

**11. PUBLIC HEARING**

- A) *A Public Hearing regarding the 2024-25 Local Control & Accountability Plan (LCAP)* Pg. 107
- B) *A Public Hearing regarding the Holtville Unified School District's 2023/24 Estimated Actuals 2024-25 July 1 Budget Report* Pg. 108

**12. ACTION/DISCUSSION ITEMS**

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

- A) *Revise the ESSER III Expenditure Plan*

*(Mr. Wells/Mr. Velazquez) Pgs. 110-128*

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

- B) *Approve the updated Holtville Unified School District Reclassification Criteria*

*(Mr. Velazquez) Pg. 129*

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

- C) *Approve Board Resolution 2023/24-010 to Authorize Temporary Borrowing Between Funds of the School District for Fiscal Year 2024-25*

*(Mr. Wells) Pg. 130*

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

- D) *Approve Board Resolution 2024/25-011 Approval of Participation in Bids/Contracts of other Public Agencies; Authority to Award Piggyback Contracts*

*(Mr. Wells) Pgs. 131-132*

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

**BOARD OF TRUSTEES**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
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**AGENDA PAGE 4**

***ACTION/DISCUSSION continued***

- E) Approve Board Resolution 2023/24-012 A Resolution of the Governing Board of the Holtville Unified School District Increasing School Facility Fees as Authorized by Government Code Section 65995 (b) 3**  
*(Mr. Wells) Pgs. 133-135*

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

**13. FUTURE BOARD MEETING DATE**

*Thursday, June 20, 2024, is the next Regular Board Meeting*

**14. 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

***CONSENT AGENDA***

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

***MINUTES***

**Holtville Unified School District  
Regular Board Meeting  
Minutes – May 20, 2024**

**{Page 1 of 4}**

The Board of Trustees of the Holtville Unified School District met in a Regular Session on May 20, 2024, at the Holtville Unified School District Board Room 621 E 6<sup>th</sup> Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

**MEMBERS PRESENT:** Jared Garewal, President; Ben Abatti Jr., Clerk; Julie Duarte, Member; Matt Hester, Member; Kevin Grizzle, Member; Jasmine Garewal, Student Rep; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

**MEMBERS ABSENT:** None

**MODIFICATION OF THE AGENDA:** Moved by Trustee Abatti, Seconded by Trustee Grizzle to table Item 11A, so that they can review the agreement. Approved by unanimous votes, Ayes: 5, Nays: 0.

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

**CLOSED SESSION**

Closed Session in accordance with Government Code section 54957: Employment of Administrator  
Student Discipline Pursuant to California Education Section 48900 #2235638788

**REPORT OF CLOSED SESSION In:** 5:05 p.m. **Out:** 6:36 p.m.  
Nothing to report.

**RECOGNITIONS**

Mrs. Harrison, principal at Pine introduced teachers at Pine to recognize students.

Mrs. Claverie – Maximus Montes 5<sup>th</sup> grade

Mrs. Lehman – Edwin Cabrera 1<sup>st</sup> grade

Mrs. Phillips – Elle Claverie 3<sup>rd</sup> grade

Mrs. Lyerly – Molly Martinez 4<sup>th</sup> grade

Mrs. VanHaren – Kate Claverie

Migrant Counselor Fernanda Ledezma introduced the Migrant Speech & Debate participants:

Ms. Villegas – Florencia Acuna, Nathalia Ramos, Leylah Ramos, Aynara Sotomayor, Keyra Carrasco, Renato Camacho, Oscar Garcia Soto, Allison Ortiz, Maria Garcia Salgado, Ashley Ruiz, Airam Garcia.

Ms. Estrada – Gabriella Arellano, Eva Zavala, Yanesi Padilla.

Mrs. Betsy Estrada – Maria Martinez Soto, Jonathan Hurtado, Yaneli Lopez, Jorge Cortez, Cesar Yanez, Naomy Marquez, Ayleen Ruiz Lopez, Destiny Gonzalez.



**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.**

HHS Track & Field coach Devron Gray invited the board members to the banquet on Wednesday. He also expressed that the track team had grown from 8 athletes to over 40. They don't have a proper long jump pit or track field. He became emotional after expressing how much the team means to him, because they are hardworking and successful. The team had an athlete go all the way to CIF. But the athletes had to go to Southwest High School to practice for CIF and HHS was not able to host track meets due to the facilities. He asked the board members to please try to support the track team in the future. Stacy Britschgi, parent of HHS student and athlete also expressed how much support is needed for the track team.

**COMMUNICATIONS FROM THE SCHOOL DISTRICT**

HTA – nothing to report

CSEA – nothing to report

Student Board Member – Jasmine Garewal reported that HHS had their last pep rally. They also just had the powder puff football game, and all sports are done.

Grizzle – thanked Coach Gray for his success with the track team.

Hester – congratulated the students recognized and he was not aware that the HHS track team had a D3 competitor.

Duarte – thanked Coach Gray and added that the track team had young athletes.

Abatti – congratulated the students that were recognized and also the track team.

Garewal – thanked everyone in the audience.

Superintendent Ruiz - thanked Coach Gray and added that he would look into the track pit and field.

Assistant Superintendent Wells – congratulated Jasmine Garewal on her acceptance to USC. He shared a sheet with the monthly business briefing that showed the cash balance of 1.36 billion as of 3/31/24. The effective rate of return is 2.76% as of 3/31/24. The upcoming HUSD financial reports are the 2023-24 Estimated Actuals/2024-25 July 1 Budget and the 2023-24 Unaudited Actuals in September.

**CONSENT AGENDA**

**GENERAL FUNCTIONS**

Moved by Trustee Abatti, Seconded by Trustee Hester to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: April 15 & April 24, 2024. FINANCE AND BUSINESS – Warrant orders week beginning 7/18/24 to week ending 5/16/24. PERSONNEL SERVICES – Certificated Resignation of Jeanette Narvaez, School Nurse 5/8/24. Certificated Leave of Jarene Schneider, HHS Teacher 5/13/24-6/7/24. Classified Resignation of Jorge Hermosillo, HHS School Proctor 5/16/24. Classified Employment of Yolanda Tabarez, ELOP Tutor (Finley); Danyw Garcia, Migrant work study; Valeria Guevara, Migrant work study; Cesar Yanez, Migrant work study. Classified Management/Confidential Resignation of Daniela Jimenez, Finley ELOP Coordinator 5/31/24. GENERAL BUSINESS – Grant award

notification for 2023-24 Mental Health Average Daily Attendance Allocation in the amount of \$18,971. Automated Vending Solutions, Inc. agreement with HMS. 2024-25 CIF membership & agreement with HUSD. Out of State end-of-year field trip for HHS seniors to Waylon Water Park in Yuma, AZ 5/29/24. US Bank Schedule of Fees for Services with HUSD. Data Sharing & Services Agreement between the Foundation for California Community Colleges & HUSD. MOU between ICOE & HUSD regarding the ERP System. MOU between ICOE & HUSD regarding Payroll Clerk Services. Field Placement Affiliation Agreement between Grand Canyon University & HUSD. Donation of \$538 from HMS PTO for the purchase of AVID Staff t-shirts. Renewal Proposal for Blanca Tolpezninkas for English 3D (Designated ELD) Consulting & Training Services for \$60,000. Renewal Quote for Renaissance Accelerated Reader (AR) & STAR Assessments for \$39,126.28. Renewal Quote for Renaissance Freckle for \$18,653. Renewal Quote for Ellevation for \$9,705. Renewal Quote for SurveyMonkey for \$4,007.15. Quote for Great Minds Eureka Math professional Learning for \$4,800. MOU for ICOE ELD Professional Learning for \$4,800. LunchAssist quote in the amount of \$14,815. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

### **INFORMATION ITEMS**

ELD Intervention update – Ms. Herrera presented a PowerPoint. She began with explaining what an English Learner is and how they are identified. She continued with what the ELPAC is and the four domains that include, listening, speaking, reading and writing. The ELPAC levels are Levels 1-4 from emerging to bridging. There are currently 297 ELL students at Finley out of 556 students total. She included a few slides that included ELPAC data. She explained how Finley is supporting their ELL's with uninterrupted designated ELD instruction daily from 8:10-8:40 and also after school from 2:30-3:30. There are also bilingual paraprofessionals in the classroom. ELL parent workshops have been offered. The curriculum that is being used to support ELL's are Benchmark, E3D, and Language Launch. The support given to the ELL teachers are 3D, Benchmark and ELD intervention trainings. The overall goal for the ELL program is to reclassify students or exit the ELL program. The criteria to reclassify is they need to score an overall 4 on the assessment; a teacher evaluation; parent consultation and standard met or higher on the CAASPP/at or above grade level on STAR reading. A total of 15 students reclassified in 2022-23 school year.

Reading Intervention update – Mrs. Serrano presented a PowerPoint. She began explaining how long it takes a child to learn how to read. Neurotypical children need 5-10 exposures to a skill to master them. Neurodivergent children could need between 100 or even 1000 exposures. A typical child will have the skills to read independently by the end of 2<sup>nd</sup> grade. She explained that successful readers need language comprehension and word recognition for skilled reading. The reading intervention that took place at Finley included 20 minutes 3-4 times a week for around 72 students. There are Benchmarks given three times a year. Mrs. Serrano presented slides with graphs of the Benchmark scores for each grade. She included research on dyslexia. Dyslexia affects 15-20% of the population, so 1 in every 5 individuals has some form of dyslexia. Early intervention and support can help up to 90% of students succeed in school. Early intervention is best because the powerful plasticity of the brain in developmental years enables

young children to more easily adapt to the Structured Literacy learning method. Mrs. Serrano is hoping for more training in the area of dyslexia.

Construction update – Greg Cox explained that the fire alarm project will be complete at HMS soon, they have started at Finley and will start at HHS after school ends. The HMS field lighting should begin after the DSA plans are finalized. He has made changes to the plans for the HHS kitchen/cafeteria and they will vote on them towards the end of the meeting.

### **ACTION/DISCUSSION ITEMS**

Moved by Trustee Grizzle, Seconded by Trustee Duarte to approve Board Resolution 2023/24-009 a Resolution Ordering an Election, Requesting County Elections to Conduct the Election, Requesting Consolidation of the Election, and Specifications of the Election Order. Roll Call Vote Garewal: Aye; Abatti; Aye; Duarte: Aye; Hester: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Abatti the approval for Leonardo Montoya to teach Physics in grades 9-12 for Holtville High School on a Variable Term Waiver under Ed Code 44265.3 for the 2024-25 school year. Mr. Ruiz explained that Mr. Montoya has been teaching Physics in Yuma, AZ for the past 4 years. This waiver will allow him to teach at HHS while he works on the California requirements. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the Construction Plans for Holtville High School Gym and Multi-Purpose Room. Greg Cox provided the revisions to the Gym plans that the Board members suggested. Passed by unanimous votes Ayes: 5, Nays: 0.

### **FUTURE BOARD MEETING DATE**

Regular Board Meeting: Monday, June 17, 2024

### **ADJOURNMENT**

The meeting adjourned at 8:12 p.m.

### **CLOSED SESSION**

Closed Session in accordance with Government Code section 54957: Employment of Administrator

The Governing Board in closed session by unanimous vote took action to expel the following student from Holtville Unified School District pursuant to educational Code section 48900, Student #2235638788

**REPORT OF CLOSED SESSION In: 8:20 p.m. Out: 9:10 p.m.**

The board voted by unanimous decision to expel student #2235638788

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

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

***WARRANTS***

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000297, Dated 05/23/2024					
24275146	2,727.16	Printed	010		A T & T (000008/2)
24275147	3,474.62	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24275148	50.00	Printed	010		ANTUNEZ AUTO BODY PARTS (000033/1)
24275149	755.39	Printed	010		Baja Desert Tire Co (000052/2)
24275150	1,422.23	Printed	010		CARDMEMBER SERVICES (000322/2)
24275151	768.12	Printed	010		D LUPITAS RESTAURANT (000119/1)
24275152	1,267.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
24275153	112.09	Printed	010		DEL SOL MARKET (000125/1)
24275154	1,303.33	Printed	130		DOMINOS PIZZA (000142/2)
24275155	10,000.00	Printed	010		DR. LARRY BOESE (001172/1)
24275156	263.27	Printed	130		FBC OF HENDERSON LLC (000154/2)
24275157	771.80	Printed	010		FLORIDA VIRTUAL SCHOOL (000904/3)
24275158	674.00	Printed	010		FUTURE PRO INC (000974/1)
24275159	526.43	Printed	010		GAS COMPANY (000172/1)
24275160	104.15	Printed	010		GEORGES PIZZA (000177/1)
24275161	3,777.44	Printed	130		GOLD STAR FOODS, INC (001163/1)
24275162	1,498.16	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24275163	1,200.00	Printed	010		IMPERIAL COUNTY OFFICE OF ED (000218/1)
24275164	27,257.95	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24275165	5,036.00	Printed	010		IRON ORNAMENTAL WORKS (001006/2)
24275166	119.45	Printed	010		JOHN DEERE FINANCIAL (000324/1)
24275167	202.50	Printed	010		Law Offices Arthur Palkowitz (001116/1)
24275168	750.00	Printed	010		MEDIC FIRST (000700/3)
24275169	311.59	Printed	010		MIGUEL MATA (000496/1)
24275170	270.44	Printed	010		ONE SOURCE DISTRIBUTORS (000293/1)
24275171	703.63	Printed	010		R S D (000320/1)
24275172	224.11	Printed	010		ROMANS WATER (000331/1)
24275173	9,063.73	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24275174	88.93	Printed	010		SPARKLETTS WATERS (000370/1)
24275175	7,639.68	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24275176	430.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
24275177	289.00	Printed	010		U S POSTMASTER (000621/1)
24275178	222.38	Printed	010		UNFIRST CORPORATION (000727/2)
24275179	89.70	Printed	010		Velazquez, Gerardo (000795/1)
24275180	2,444.32	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)

Register 000297 - 05/23/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000297, Dated 05/23/2024 (continued)

85,839.10	Number of Items	35 Totals for Register 000297
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Org Summary

Holtville Unified School District

Check #	24275146	through	24275180	Total Count	35	\$85,839.10
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Register 000298 - 05/30/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000298, Dated 05/30/2024					
24276293	141.81	Printed	010		A T & T (000008/2)
24276294	540.45	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24276295	7.03	Printed	010		AUTO ZONE (000049/1)
24276296	312.10	Printed	010		Baja Desert Tire Co (000052/2)
24276297	1,492.54	Printed	010		COX.LINDSAY (000522/1)
24276298	272.42	Printed	010		Cronkright, Carson (000916/3)
24276299	168.52	Printed	010		D LUPITAS RESTAURANT (000119/1)
24276300	835.84	Printed	010		DEL SOL MARKET (000125/1)
24276301	9,444.00	Printed	010		Gary Cardiff Enterprise (000759/1)
24276302	83.32	Printed	010		GEORGES PIZZA (000177/1)
24276303	398.70	Printed	130		GOLD STAR FOODS, INC (001163/1)
24276304	74.57	Printed	010		HANSEN, JULIE (000524/2)
24276305	2,642.00	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
24276306	655.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24276307	926.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24276308	1,965.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24276309	56.69	Printed	010		JOHN DEERE FINANCIAL (000324/1)
24276310	2,290.55	Printed	010		Learning Plus Associates (001129/1)
24276311	12,335.40	Printed	010		Pixabytes Solutions, Inc (000884/1)
24276312	427.40	Printed	010		QUILL CORP (000318/1)
24276313	42.01	Printed	010		QUILL CORP (000318/1)
24276314	2,753.15	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24276315	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
24276316	533.28	Printed	010		Verizon Wireless Services.LLC (000422/1)
24276317	2,095.00	Printed	010		WESTERN ENVIRONMENTAL & SAFETY (000433/2)

40,714.57

Number of Items

25 Totals for Register 000298



Org Summary

Holtville Unified School District

Check # 24276293 through 24276317 Total Count 25 \$40,714.57

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000299, Dated 06/06/2024					
24277388	4,732.88	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24277389	1,767.59	Printed	010		AVILA, DAVID (000510/1)
24277390	120.18	Printed	130		Brady Industries of California (001176/1)
24277391	2,800.00	Printed	010		BRAVOSOL TOURS (001134/1)
24277392	400.00	Printed	010		CALIFORNIA AG TEACHERS ASSOC (000076/1)
24277393	200.00	Printed	010		CALIFORNIA AG TEACHERS ASSOC (000076/1)
24277394	520.00	Printed	010		CALIFORNIA AG TEACHERS ASSOC (000076/1)
24277395	1,563.53	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
24277396	103.54	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24277397	5,010.00	Printed	010		City of El Centro (000939/1)
24277398	1,137.95	Printed	130		COSTCO (000110/1)
24277399	142.14	Printed	010		COUNTY MOTOR PARTS (000111/3)
24277400	13,400.00	Printed	010		CURRIER and HUDSON (000117/2)
24277401	217.79	Printed	010		D LUPITAS RESTAURANT (000119/1)
24277402	1,462.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
24277403	36.00	Printed	010		David West (000758/1)
24277404	1,146.00	Printed	010		DAVID WEST INSURANCE (000121/1)
24277405	28.43	Printed	130		DEL SOL MARKET (000125/1)
24277406	215.25	Printed	130		FBC OF HENDERSON LLC (000154/2)
24277407	721.20	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
24277408	441.78	Printed	010		FLINN SCIENTIFIC, INC (000690/2)
24277409	261.67	Printed	010		GEORGES PIZZA (000177/1)
24277410	1,045.77	Printed	130		GOLD STAR FOODS, INC (001163/1)
24277411	1,889.88	Printed	010		HARRISON, PATRICA (000523/1)
24277412	2,467.71	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24277413	538.00	Printed	010		HOLTVILLE MIDDLE SCHOOL (000714/1)
24277414	130.50	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
24277415	180.00	Printed	010		ICQE (000210/1)
24277416	480.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
24277417	878.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24277418	240.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24277419	2,443.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
24277420	50.00	Printed	010		IMPERIAL COUNTY SCHOOL BOARDS (000220/1)
24277421	21,337.60	Printed	010		Imperial County Sheriff (000938/1)
24277422	1,597.75	Printed	010		JOHNSON CONTROLS FIRE (000484/1)

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000299, Dated 06/06/2024 (continued)

24277423	24.05	Printed	010		JOSE CHABOYA (000497/1)
24277424	2,042.80	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/3)
24277425	36.61	Printed	010		LAKESHORE LEARNING MATERIALS (001105/2)
24277426	1,787.50	Printed	010		Law Offices Arthur Palkowitz (001116/1)
24277427	75.00	Printed	010		LORI'S SANITATION, LLC (000710/1)
24277428	750.00	Printed	010		PADILLA JORGE F (000297/1)
24277429	270.16	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/3)
24277430	3,101.90	Printed	010		PRACTI-CAL INC (000312/1)
24277431	872.93	Printed	010		R S D (000320/1)
24277432	10,886.87	Printed	010		SAN DIEGO CO OFFICE OF EDUCATI (000334/1)
24277433	1,593.49	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24277434	6,930.00	Printed	010		SHI SOFTWARE (000358/1)
24277435	1,940.00	Printed	010		SISC II Life Ins (000474/1)
24277436	5,422.15	Printed	010		SISC III (000473/1)
24277437	204,037.36	Printed	010		SISC III- INS (000361/1)
24277438	774.52	Printed	010		SPARKLETTS WATERS (000370/1)
24277439	1,211.67	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24277440	1,474.08	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24277441	908.93	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24277442	77.06	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24277443	4,464.00	Printed	010		Teacher Created Material, Inc (000918/2)
24277444	449.37	Printed	010		TERRILL, TIFFANY (000588/1)
24277445	876.01	Printed	010		THE SHERWIN- WILLIAMS CO (000357/3)
24277446	27,462.50	Printed	130		TIZNANDO PALLETS STORAGE (001276/1)
24277447	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
24277448	118.59	Printed	010		Velazquez, Gerardo (000795/1)
24277449	2,082.75	Printed	010		Verizon Wireless Services LLC (000422/1)
24277450	5,060.16	Printed	010		VISION SERVICE PLAN (000424/1)
24277451	12,493.69	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
24277452	4,182.00	Printed	010		WILKINSON HADLEY KING and CO L (000436/1)
24277453	399.20	Printed	010		WOLFE, EMILY (000592/2)

371,733.78

Number of Items

66 Totals for Register 000299

**Org Summary**

Holtville Unified School District

Check # 24277388 through 24277453 Total Count 66 \$371,733.78

Register 000300 - 06/13/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000300, Dated 06/13/2024

24278290	2,303.54	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24278291	547.76	Printed	010		ANTHONY AREVALO (000494/1)
24278292	140.43	Printed	010		AUTO ZONE (000049/1)
24278293	4,561.80	Printed	010		AVILA, DAVID (000510/1)
24278294	7,477.38	Printed	010		BDJTech (000925/3)
24278295	500.00	Printed	010		BorderLan, Inv (000737/1)
24278296	227.84	Printed	130		Brady Industries of California (001176/1)
24278297	6,330.24	Printed	010		CITY OF HOLTVILLE (000102/1)
24278298	2,007.36	Printed	010		COLLEGE BOARD (000107/1)
24278299	13,227.50	Printed	010		CURRIER and HUDSON (000117/2)
24278300	677.34	Printed	010		D LUPITAS RESTAURANT (000119/1)
24278301	954.17	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
24278302	173.39	Printed	010		DEL SOL MARKET (000125/1)
24278303	1,336.15	Printed	010		DRYE, MITHCELL (000516/1)
24278304	4,386.55	Printed	010		ENTERPRISE FM TRUST (000767/1)
24278305	8,000.00	Printed	210		FINNEY ARCHITECTS, INC (001156/1)
24278306	329.84	Printed	010		FRAZIER, DENNISE (001003/1)
24278307	1,328.71	Printed	010		GEORGES PIZZA (000177/1)
24278308	787.71	Printed	130		GOLD STAR FOODS, INC (001163/1)
24278309	300.00	Printed	010		HARRISON, PATRICA (000523/1)
24278310	854.82	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24278311	32.19	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
24278312	1,442.27	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
24278313	2,022.03	Printed	010		JOHN DEERE FINANCIAL (000324/1)
24278314	231.81	Printed	010		KC AUTO SERVICE LLC (001091/1)
24278315	435.84	Printed	010		LANSMAN, AMY (000545/1)
24278316	180.90	Printed	010		Law Offices Arthur Palkowitz (001116/1)
24278317	93.80	Printed	130		LUZ CHABOLLA (000495/1)
24278318	149.94	Printed	010		MAMER, KAYLIAN (001283/1)
24278319	210.44	Printed	010		MANGE, MARCI (000553/1)
24278320	496.00	Printed	010		PADILLA JORGE F (000297/1)
24278321	198.17	Printed	010		PIZANO, NADIA (000993/1)
24278322	516.98	Printed	010		Ponce, Maria (001115/1)
24278323	8,800.00	Printed	210		PRECISION INSPECTIONS INC (001147/1)
24278324	4,146.18	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 06/13/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Register 000300 - 06/13/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000300, Dated 06/13/2024 (continued)					
24278325	41.11	Printed	010		R S D (000320/1)
24278326	264.44	Printed	010		RingCentral Inc (000930/2)
24278327	944.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
24278328	2,654.62	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24278329	204.34	Printed	130		SPARKLETTS WATERS (000370/1)
24278330	296.55	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278331	340.82	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278332	180.71	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278333	117.60	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278334	397.83	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278335	87.99	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278336	931.25	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278337	424.89	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278338	450.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24278339	1,758.12	Printed	010		Teacher Created Material, Inc (000918/2)
24278340	791.64	Printed	010		Tommys Screen Printing (000395/1)
24278341	1,000.00	Printed	010		TRINITY TREE SERVICE (000660/1)
24278342	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
24278343	95.00	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
24278344	855.00	Printed	010		WATER TREATMENT SERVICES (000483/1)

87,467.50

Number of Items

55 Totals for Register 000300

Org Summary

Holtville Unified School District

Check #	24278290 through	24278344	Total Count	55	\$87,467.50
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**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 17, 2024

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The Board is requested to accept the following Certificated Resignations:

- |                     |         |        |
|---------------------|---------|--------|
| 1) Francisco Retana | Teacher | 6/7/24 |
| 2) Fernando Acosta  | Teacher | 6/7/24 |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED RESIGNATION  
**DATE:** JUNE 17, 2024

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The Board is requested to accept the following Classified Resignations:

- |                          |                                      |         |
|--------------------------|--------------------------------------|---------|
| 1. Carlos Osorio         | SpEd Paraprofessional (Finley)       | 6/6/24  |
| 2. Karen Astorga-Rollins | Computer Lab & Tech Support (Finley) | 6/6/24  |
| 3. Francisca Garcia      | Yard Aide (Finley)                   | 5/20/24 |
| 4. Suzanne Gonzalez      | Paraprofessional (HHS)               | 6/6/24  |
| 5. Antonio Reyes         | Paraprofessional (HHS)               | 6/7/24  |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED MATERNITY LEAVE  
**DATE:** JUNE 17, 2024

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

1) Ana Munoz	Paraprofessional	6/6/24-9/30/24
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**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***GENERAL BUSINESS***



621 E. Sixth Street, Holtville, Ca. 92250  
(760) 356-2974 (760) 356-4936 fax  
[www.husd.net](http://www.husd.net)

**Holtville Unified School District  
Regular Board Meeting Schedule for 2024/25  
621 E. Sixth Street (Board Room)  
Holtville, Ca. 92250  
Closed Session 5:00 p.m.  
Open Session 6:00 p.m.**

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**Monday, July 15, 2024**

**Monday, August 19, 2024**

**\* Monday, September 9, 2024**

**Monday, October 21, 2024**

**Monday, November 18, 2024**

**\* Monday, December 9, 2024**

**Tuesday, January 21, 2025**

**Tuesday, February 18, 2025**

**\* Monday, March 10, 2025**

**Monday, April 14, 2025**

**Monday, May 19, 2025**

**Monday, June 16, 2025**

**\* Wednesday, June 18, 2025**

**Monday, June 23, 2025 (Special Board Meeting if needed)**

**\* Denotes change from normal third Monday of the month for budget submission purposes.**

**AMENDMENT 01  
AGREEMENT BETWEEN**

**SDSU RESEARCH FOUNDATION  
AND  
Holtville Unified High School District**

The Agreement between San Diego State University Research Foundation (“FOUNDATION”) and **Holtville Unified High School District**, (“SCHOOL”) for the project entitled “Imperial County Health Professions Pathways Program” is hereby amended as follows:

1. Scope of Services

Article 1. is amended to include a change in FOUNDATION’s Principal Investigator.

*SCHOOL agrees to perform as an independent contractor, and not as an agent or employee of the FOUNDATION, all of the services as set forth in “Exhibit A” appended hereto and made a part hereof to the satisfaction of the FOUNDATION’s Principal Investigator, **Dr. Karen Macauley**.*

2. Effective Dates and Termination

Article 2. is amended to incorporate a revised term to extend the agreement through June 30, 2025.

*Unless sooner terminated as provided herein, this Agreement shall continue in full force and effect from November 30, 2022 through **June 30, 2025**. This Agreement may be extended on an annual basis through June 30, 2027 if FOUNDATION is awarded continuation funding from the California Department of Health Care Access and Information. In the event FOUNDATION does not receive funding for subsequent years covered under this Agreement, SCHOOL shall not be obligated to perform any services beyond **June 30, 2025**.*

*It is understood and agreed that either party may terminate this Agreement upon thirty (30) days written notice. Termination shall be effective as of the day of receipt of such notice.*

All other terms, conditions, articles and exhibits of this agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the individuals signing below represent that they have the authority to execute this agreement and to bind the party on whose behalf their signature is made.

**SDSU Research Foundation**

By \_\_\_\_\_  
Renée Lechner, Director  
Sponsored Research Administration

Date \_\_\_\_\_

**Holtville Unified High School District**

By \_\_\_\_\_  
Celso Ruiz  
Superintendent

Date \_\_\_\_\_

**SCOPE OF WORK**

The SDSU Imperial Valley School of Nursing, in partnership with Imperial County Office of Education, Imperial Valley Regional Occupational Program, Imperial Valley College, El Centro Regional Medical Center, and Pioneers Memorial Healthcare District will create pipeline programs to engage in comprehensive enrichment, career development, mentorship, and advising to support local underrepresented high school students from IC to pursue health careers. The pipeline program will recruit individuals from seven regional high schools before students select a career path. All partners will also focus on recruiting from underrepresented and economically, educationally, and environmentally disadvantaged student populations from area high schools. The program will target 30-40 students per high school (240 students per year in total) to better understand various health career pathways.

ACTIVITY	DATES
ICHPPP Lunch Tabling	August 1, 2023 to June 30, 2027
ICHPPP Open House Tabling	August 1, 2023 to June 30, 2027
ICHPPP High School Advisor Meetings	April 1, 2023 to June 30, 2027
ICHPPP CTC Classroom Presentations	April 1, 2023 to June 30, 2027
ICHPPP Messaging through Campus platforms (bulletin, website, announcements, etc.)	April 1, 2023 to June 30, 2027
ICHPPP integration into Career Fairs - Imperial Valley College Career Education Expo - SDSU-IV Evidence Based Practice Nursing Conference	April 1, 2023 to June 30, 2027
ICHPPP mentoring program for 30-40 students (competitive application process each August from program lasting until May) with a designated space for meeting with mentoring students	August 1, 2023 to June 30, 2024 August 1, 2024 to June 30, 2025 August 1, 2025 to June 30, 2026 August 1, 2026 to June 30, 2027
Joint Dissemination of Successes: Use of high school name/logo on RISE website with any dissemination projects (e.g., posters, presentations, publications)	August 1, 2023 to June 30, 2027



**2024-2025 CIF APPLICATION FOR RENEWAL OF MULTI-SCHOOL MEMBERSHIP  
(CIF Form 303 Renewal)**

**THIS FORM MUST BE COMPLETED AND RETURNED TO YOUR CIF SECTION OFFICE NO LATER THAN MAY 31, 2024**

**CIF Section:** San Diego **Date Of Application:** May 28, 2024

**Bylaw 303.B.(6)b.**

- (i) All renewal applications must be submitted to the State Office by May 31 of the current school year to continue multi-school status for the following year.
- (ii) All fees for multi-school dues will be reflected on the invoice sent from the CIF State Office for the school's annual school dues and legal assessment.
- (iii) Any late applications will be assessed a late fee of \$200; the fee must be attached or the application will not be considered. If an application for renewal is not received by September 1 of the current school year, the school must also submit a statement as to the reason for the late application. This statement must accompany the late application. All late applications must be received by the CIF State Office by the last Friday in September to be considered for that school year.

**PLEASE COMPLETE THIS FORM AND PROVIDE ALL SIGNATURES**

Holtville High School 9-12  
(CIF Member School requesting multi-school terms status) (Grade levels involved)  
755 Olive Ave Holtville 92250  
(Street Address) (City) (Zip)

Anthony Arevalo  
(Principal designated to have administrative responsibility)

List school(s) or campus(es), and address to be unified with the above listed CIF member school for sports team purposes:

**School Name:** Freedom Academy of Imperial Valley

**Address:** 522 E. 8th St. Holtville, CA 92250

**Principal's Name:** Mitchell Drye

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: School within HUSD offering online classes. Some students are dual enrolled with HHS. Housed on HHS Campus

List sport(s) by team to be included (Identify as student, boys, or girls): Cheer Boys & Girls - Football, Volleyball, Cross country, Golf, Wrestling, Basketball, Soccer, Swim, Track & Field, Baseball & Softball.

**Please check this box if you are applying for an exclusive multi-school relationship as per Bylaw 303.C.(1).**

**CBEDS Enrollments** (required)

CIF MEMBER SCHOOL: 9-12: 536 +  
 School/programs(s) to be unified: 9-12: 20 =  
 \* Total # of students : 556

<b>CIF WILL INVOICE MEMBER SCHOOL THE FOLLOWING AMOUNT FOR CIF STATE DUES</b>	
* TOTAL # OF STUDENTS:	<u>556</u>
	x \$ 0.98 =
CIF STATE DUES:	<u>\$ 544.88</u>

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

Anthony Arevalo Holtville High School 5/30/24 Principal, CIF Member School  
(Signed) (School) (Date)

Mitchell Drye Freedom Academy of Imperial Valley 5/31/24 Principal, Non Member School Involved  
(Signed) (School) (Date) (Attach additional pages as necessary)

\_\_\_\_\_  
(Signed) (Date) Commissioner, \_\_\_\_\_  
(CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2024-2025 school year

\_\_\_\_\_  
 State CIF Executive Director

\_\_\_\_\_  
 Date



# MEMORANDUM OF UNDERSTANDING

This is an agreement between the **Imperial County Office of Education (ICOE) Curriculum Department**, and the **Holtville Unified School District**. Upon signature by the entities, this agreement immediately goes into effect through June 30, 2024.

**I. Purpose & Scope**

- Support leaders in analyzing the impact of Street Data to make informed decisions that positively impact student achievement

**II. ICOE Curriculum Department Responsibilities under this Agreement**

- 2 Coordinators, Two 3 hour sessions
- Develop an understanding of how to translate data-driven insights into actionable strategies
- Facilitate a discussion about best practices for fostering collaboration using data driven inquiries
- Facilitate alignment of street data to action items identified in the School Plan for Student Achievement

**\*\*This plan is subject to change depending on district and site needs.\*\***

Date	Description/Learning Objective
<b>Day: 1</b> <b>February 13, 2024</b>  <b>Time: 8am to 11am</b>	<b>Participants will:</b> <ul style="list-style-type: none"> <li>○ Identify the difference between Satellite, Map, and Street Data with an emphasis on how Street Data provides actionable steps to improve student outcomes</li> <li>○ Discuss best practices for fostering collaboration at the school site using data driven discussion</li> <li>○ Create an action plan to gather Street Data in a focal area based on current strengths and challenges</li> </ul>
<b>Day: 2</b> <b>March 05, 2024</b>  <b>Time: 8am to 11am</b>	<b>Participants will:</b> <ul style="list-style-type: none"> <li>○ Discuss the impact of Street data collected to contribute to more targeted and effective interventions</li> <li>○ Analyze disaggregated street data to make informed decisions regarding resource allocation, program implementation, and support services outlined in the School Plan for Student Achievement</li> <li>○ Create an action plan to continue to gather Street Data in a focal area based on current strengths and challenges</li> </ul>

**III. Holtville Unified School District agreements under this Agreement**

- a. Payment will be charged at \$3,000.00 (includes prep, training, materials, mileage, and technical support) paid upon invoice.
- b. Direct communication to ICOE Curriculum Department Senior Director regarding progress and support.

**IV. Cancellation of Agreement**

- a. This Agreement may be canceled prior to June 30, 2024, upon mutual written agreement between **Holtville Unified School District** and **ICOE Curriculum Department**. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to **ICOE Curriculum Department**.
- b. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall service termination of this Agreement.

**V. The Parties representatives shall be**

<b>Imperial County Office of Education - Curriculum Department</b>
Jeanette Montaña Senior Director

<b>Holtville Unified School District</b>
Erik Velazquez Projects Director

Curriculum & Instruction Department Imperial County Office of Education 1398 Sperber Road El Centro, CA 92243 760-312-6129 <a href="mailto:jmontano@icoe.org">jmontano@icoe.org</a>
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Holtville Unified School District 627 East 6th Street Holtville, CA. 92250 (760)-356-0190 <a href="mailto:evelasquez@husd.net">evelasquez@husd.net</a>
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**VI. Effective Date and Signature**

This Agreement shall be effective upon signature of both the LEA and ICOE authorized officials. It shall be in force through June 30<sup>th</sup>, 2024. Holtville Unified School District and ICOE Curriculum Department indicate agreement to this MOU by their signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Imperial County Office of Education**

**Holtville Unified School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Carlos Gonzales, Associate Superintendent**

**Celso Ruiz, Superintendent**

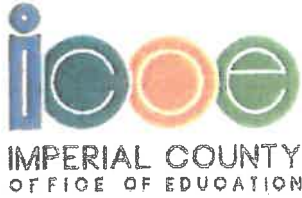
\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2/13/24



**Memorandum of Understanding for the AmeriCorps Borderlands Program**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (District) for the District’s participation in the AmeriCorps Borderlands Program for the 2024-2025 funding year. The ICOE’s Student Well-Being and Family Resources Department will be the point of contact for ICOE obligations under this MOU.

*The AmeriCorps Borderlands Program is administered through ICOE and is funded through California Volunteers (CV). AmeriCorps is administered by California Volunteers and sponsored by the Corporation for National and Community Service (CNCS). AmeriCorps Borderlands Program members provide academic tutoring to teacher assigned students; recruit volunteers in the community to participate in community service projects; provide mentoring to children of prisoners; and are trained to become part of Imperial County’s Community Emergency Response Team.*

**The terms of this Agreement are as follows:**

**1. District’s Obligations:**

- a. Participate in the AmeriCorps Borderlands Program for the 2024-2025 funding year.
- b. Contribute a cash match of \$8,915 per full-time (1700-hour) AmeriCorps Member to ICOE. The cash match will be used toward the living allowances, member trainings, and member healthcare cost under an Affordable Care Act (ACA) compliant plan for full-time (1700-hour) AmeriCorps Members. Cash match shall be payable quarterly and payment due thirty days after date of invoice.
- c. The District agrees to place two (2) full-time AmeriCorps Members for the total cash match sum of \$17,830.
- d. Contribute an in-kind match in the form of supervisory staff, training, workspace, materials, and use of equipment. Assigned site supervisors will participate in partnership meetings with the AmeriCorps Program Coordinator and will understand Prohibited Activities for AmeriCorps Members as per CNCS AmeriCorps Grant Provisions. (See Exhibit 2).
- e. Provide assurance to the AmeriCorps Borderlands Program that all credentialed administrators (site supervisors) at school sites where AmeriCorps Members are placed have cleared the required fingerprint-based criminal history checks prior to the AmeriCorps Member’s start date in the District including Department of Justice (DOJ) State Check, Federal Bureau of

Investigation (FBI) National Check, and the National Sex Offender Registry Check. Such clearances are processed through the California Commission on Teacher Credentialing (CTC) and the ICOE Credentials Office. As a California Volunteers mandate, the use of Truescreen and Fieldprint for fingerprint checks is required for site principals where members are placed; the AmeriCorps Borderlands Program will cover this cost.

- f. Place AmeriCorps Members at each school site, who will serve the community as outlined in the 2024-2025 AmeriCorps Borderlands Program's Performance Measurement Worksheet. (See Exhibit 1).
- g. Assign a site supervisor to supervise and work closely with the Members. In the spirit of "getting things done" (the AmeriCorps motto), site supervisors will work closely with AmeriCorps Members to assist Members in meeting the Borderlands AmeriCorps Program's goals and objectives.
- h. Send site supervisors (site principals where AmeriCorps Members are placed) to ICOE when requested to attend an annual AmeriCorps Orientation Training on AmeriCorps, the Borderlands AmeriCorps Program, and the roles and responsibilities of Borderlands Members as a requirement for ICOE as an AmeriCorps grant recipient.
- i. Participate with Borderlands program staff in a Borderlands Program Internal Evaluation as requested, as a requirement for ICOE as an AmeriCorps grant recipient.

**2. ICOE's Obligations:**

- a. Aggressively recruit and interview applicants to place appropriate Members at each site.
- b. Process fingerprinting and background checks for all potential Members in compliance with the California *Education Code* (See Educ. Code §§ 45125, 45125.01, 45125.1), and Corporation for National and Community Service (CNCS) and California Volunteers (CV) requirements. ICOE will only place Members with the District who are cleared for placement under the Education Code and Department of Justice standards. California Volunteers requires the use of Truescreen and Fieldprint for fingerprint checks; the AmeriCorps Borderlands Program will cover this cost.
- c. Provide weekly supervision and regular site visits to AmeriCorps Members.
- d. Process all Members' living allowances and reimbursement claims.
- e. Plan and coordinate all appropriate community service projects for AmeriCorps Members, which are in addition to the Members' placement sites at the District.

- f. Make a good faith effort to provide replacement Member(s) or make arrangements for service for vacancies created by Members leaving for compelling personal reasons, terminating or released for cause, or voluntarily resigning from the AmeriCorps program.
  - g. Invoice District for cash match on a quarterly basis. Three quarterly invoices to be sent during ICOE's Fiscal Year (FY) 2024-25 and the fourth quarter invoice will be sent within ICOE's FY 2025-26 first quarter.
3. **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, 2024 and shall remain in full force and effect until December 31, 2025.
4. **Termination:**
- a. Either Party may terminate this Agreement for any reason or no reason upon a ninety (90) day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
  - b. In the event that the 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.
  - c. In the event that ICOE fails to perform on a material term of this Agreement, then District shall have the right to terminate the Agreement upon seven days written notice.
5. **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.

6. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall first be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator’s award may be entered in any court having jurisdiction thereof.
  - a. The Parties shall select one arbitrator pursuant to the AAA’s Commercial Arbitration Rules.
  - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator’s findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
  - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party’s actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (c) and (d) of this paragraph.
7. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
8. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and District and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
9. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
10. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
11. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.



12. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
13. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
14. **Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
15. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
16. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
17. **Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
18. **Notice.** Any notice given under this Agreement shall be in writing to the parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

The Parties' representatives shall be:

ICOE:

Miriam Belopolsky  
Senior Director, Student Well-Being  
& Family Resources

1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6498  
Email: mbell@icoe.org

District:

Celso Ruiz  
Superintendent

621 East 6<sup>th</sup> 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: \_\_\_\_\_

Renato Montaña  
Deputy Superintendent

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

**For Holtville Unified School District**

By: Celso Ruiz

Celso Ruiz  
Superintendent

Date: 6/11/2024

**Attachments:**

Exhibit 1: 2024-2025 Performance Measurement Worksheet

Exhibit 2: AmeriCorps Prohibited Activities brochure

*[Remainder of page intentionally left blank]*

2 HOLTVILLE UNIFIED SCHOOL DISTRICT  
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2024,  
6 by and between the Orange County Superintendent of Schools, 200 Kalmus  
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational  
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the  
9 Holtville Unified School District, 755 Olive Avenue, Holtville,  
10 California 92250, hereinafter referred to as DISTRICT. SUPERINTENDENT  
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
14 California State Department of Health Care Services, hereinafter  
15 referred to as STATE, which is incorporated herein by this reference,  
16 to serve as the Local Educational Consortium (LEC) for the Region 9  
17 in accordance with the California Welfare and Institutions Code  
18 Section 14132.47(c) (1); and

19 WHEREAS, SUPERINTENDENT has been designated by the STATE to  
20 represent school districts and county offices located in Region 9,  
21 hereinafter referred to as LEA (Local Education Agency) to administer  
22 School-Based Medi-Cal Administrative Activities (SMAA) described as  
23 Administrative Claiming process in the California Welfare and  
24 Institutions Code Section 14132.47(c) (1); and

25 WHEREAS, the goal of the School-Based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and  
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where  
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal  
4 Administrative Activities and wishes to participate in the School-  
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
8 year commencing on July 1, 2024, and ending on June 30, 2025, subject  
9 to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
12 amended as necessary to comply with all Federal, state  
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other  
16 funds allowed under Federal law and regulation  
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred  
19 percent (100%) of the non-Federal cost of performing  
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are  
22 eligible for Federal financial participation for  
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated  
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Survey (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
12 and trainings and provide STATE approved training  
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program  
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT  
17 its RMTS results. Coding is based on the presumption that  
18 the responses received from the DISTRICT are accurate and  
19 all necessary documentation exists to support it. The LEC  
20 shall not be responsible for monitoring, reviewing or  
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)  
23 quarterly invoices and related supporting documentation  
24 to the STATE on behalf of the DISTRICT and convey to the  
25 DISTRICT by warrant all funds received on behalf of  
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this  
2 AGREEMENT. No funds will be conveyed to DISTRICT for  
3 invoices that have been disallowed by the STATE or any  
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that  
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all  
8 Federal, STATE, and SUPERINTENDENT'S Program  
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT  
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the  
13 RMTS quarterly invoice for a mutually agreed to additional  
14 fee (See Appendix "B").

15 n. Assist the DISTRICT with the calculation of the LEA Medi-  
16 cal Eligibility Rate or "Data Match percentage" from total  
17 student enrollment data provided by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon  
19 request and appeal DISTRICT decision or action through  
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE  
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and  
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees  
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
3 comply with the confidentiality and other requirements  
4 associated with use of the RMTS software platform.  
5 DISTRICT shall be responsible for any unauthorized use  
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the  
8 DISTRICT and determine which staff regularly perform SMAA-  
9 related activities and what direct charges, if applicable,  
10 will be claimed. The DISTRICT will determine which staff  
11 participate in the quarterly Random Moment Time Survey  
12 (RMTS).
- 13 e. Certify to the SUPERINTENDENT and STATE:
- 14 1. The amount of DISTRICT'S general funds or any other  
15 funds allowed under Federal law and regulations expended  
16 on the allowable "program activities".
  - 17 2. The availability and expenditure, from allowable non-  
18 Federal funding sources, of one hundred percent (100%)  
19 of the cost of performing program activities.
  - 20 3. Expenditures represent costs that are eligible for  
21 Federal financial participation for that fiscal year.
- 22 f. If subcontracting for certain administrative activities,  
23 provide SUPERINTENDENT with a copy of the DISTRICT'S  
24 contract with vendor. DISTRICT may include vendor's  
25 allowable costs on its invoice, to the extent that same  
tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot  
2 exceed fifteen percent (15%) of the DISTRICT total annual  
3 reimbursement.

4 g. Ensure that DISTRICT'S designated SMAA Coordinator  
5 attends quarterly Region 9 LEC SMAA Coordinators trainings  
6 and meetings.

7 h. Adhere to timelines established by the STATE and  
8 SUPERINTENDENT for completion of Program documentation  
9 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
10 Rosters, Coding reports, etc.). Respond in a timely  
11 manner to all STATE and SUPERINTENDENT requests for  
12 information and documentation.

13 i. Respond to SUPERINTENDENT reviews with information and  
14 corrected documents upon request and work with  
15 SUPERINTENDENT to resolve any outstanding matters.

16 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
17 LEA Appeal Process if necessary.

18 k. Complete quarterly Random Moment Time Survey (RMTS), as  
19 required by the Centers for Medicare and Medicaid Services  
20 (CMS), to determine the amount of paid time spent on  
21 Program claimable activities.

22 l. DISTRICT will maintain a minimum response rate of eighty-  
23 five percent (85%) of the moments assigned per time study  
24 quarter. If DISTRICT is unable to maintain the required  
25 response rate, DISTRICT will have sanctions applied



1 according to the School-Based Medi-Cal Administrative  
2 Activities (SMAA) Manual.

3 m. Develop and maintain at the DISTRICT an Audit File to  
4 include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Survey (RMTS) Time Survey  
7 Participant (TSP) Roster Reports and other  
8 documentation, including validation of time  
9 survey participant attendance.
- 10 • Time certification and supporting documentation  
11 for direct charge staff.
- 12 • Job Descriptions.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.
- 20 • Alternative Format Plan.

21 n. Prepare and certify School-Based MAA invoices to the LEC  
22 in conformance with STATE requirements and timelines  
23 providing SUPERINTENDENT with copies of SMAA invoice  
24 supporting documentation upon request.

25 o. DISTRICT agrees to maintain and preserve, documentation  
for a period of not less than five years after termination  
of Agreement and final payment from Department of Health  
Care Services (DHCS) to SUPERINTENDENT, to permit  
Department of Health Care Services (DHCS) or any duly  
authorized representative, to have access to examine or  
audit any pertinent books, documents, papers and records  
related to this AGREEMENT and to allow interviews of any

1 employee who might reasonably have information related to  
2 such records.

3 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
4 dollars (\$10,000.00), DISTRICT shall agree and comply with  
5 the following terms and conditions:

6 1. Maintain books, records, documents, and other  
7 evidence, accounting procedures and practices,  
8 sufficient to properly reflect all direct and  
9 indirect costs of whatever nature claimed to  
10 have been incurred in the performance of this  
11 AGREEMENT, including any matching costs and  
12 expenses. The foregoing constitutes "records"  
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part  
15 thereof as may be engaged in the performance of  
16 this AGREEMENT and its records shall be subject  
17 at all reasonable times to inspection, audit,  
18 and reproduction.

19 3. The Department of Health Care Services (DHCS),  
20 the Department of General Services, the Bureau  
21 of State Audits, or their designated  
22 representatives including the Comptroller  
23 General of the United States shall have the  
24 right to review and to copy any records and  
25 supporting documentation pertaining to the  
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records  
2 during normal business hours and to allow  
3 interviews of any employees who might reasonably  
4 have information related to such records.  
5 Further, DISTRICT agrees to include a similar  
6 right of the STATE to audit records and  
7 interview staff related to performance of this  
8 AGREEMENT.

9 4. Preserve and make available its records (1) for  
10 a period of five (5) years from the date of final  
11 payment under this AGREEMENT, and (2) for such  
12 longer period, if any, as required by applicable  
13 statute, by any other provision of this  
14 AGREEMENT, or by subparagraphs (a) or (b) below:

15 (a) If this AGREEMENT is completely or partially  
16 terminated, the records relating to the  
17 work terminated shall be preserved and  
18 made available for a period of five (5)  
19 years from the date of resulting final  
20 settlement.

21 (b) If any litigation, claim, negotiation,  
22 audit, or other action involving the  
23 records has been started before the  
24 expiration of the five-year period, the  
25 records shall be retained until completion  
of the action and resolution of all issues

1                   which arise from it, or until the end of  
2                   the regular five-year period, whichever is  
3                   later.

4           5.   DISTRICT shall comply with the above  
5           requirements and be aware of the penalties for  
6           violations of fraud and for obstruction of  
7           investigation as set forth in Public Contract  
8           Code §10115.10, if applicable.

9           6.   DISTRICT, may at its discretion, following  
10          receipt of final payment under this AGREEMENT,  
11          reduce its accounts, books and records related  
12          to this AGREEMENT to microfilm, microfiche,  
13          digital format, computer disk, CD ROM, DVD, or  
14          their data storage medium. Upon request by an  
15          authorized representative to inspect, audit or  
16          obtain copies of said records, DISTRICT must  
17          supply or make available applicable devices,  
18          hardware, and/or software necessary to view,  
19          copy and/or print said records. Applicable  
20          devices may include, but are not limited to  
21          microfilm/microfiche           readers           and  
22          microfilm/microfiche printers, image retrieval  
23          software and/or printers, etc.

24          q.   The STATE, through any authorized representatives, has  
25          the right at all reasonable times to inspect or otherwise  
            evaluate the work performed or being performed hereunder

1 and the premises in which it is being performed. If any  
2 inspection or evaluation is made of the premises of  
3 DISTRICT, DISTRICT shall provide all reasonable  
4 facilities and assistance for the safety and convenience  
5 of the authorized representative in the performance of  
6 their duties. All inspections and evaluations shall be  
7 performed in such a manner as will not unduly delay the  
8 work.

9 r. In the event an invoice is revised or is disallowed by  
10 the STATE, agree to reimburse SUPERINTENDENT within thirty  
11 (30) days of receipt of an invoice from SUPERINTENDENT  
12 evidencing SUPERINTENDENT'S payment to the STATE for  
13 DISTRICT'S revised or disallowed invoice.

14 s. Ensure no duplicative billings.

15 t. Hold SUPERINTENDENT harmless from any Federal  
16 disallowance of SMAA claim payments made to DISTRICT by  
17 the STATE.

18 u. Designate an employee to act as a liaison with  
19 SUPERINTENDENT to provide DISTRICT specific information  
20 relative to SMAA Program administration and fiscal issues.

21 v. Provide SUPERINTENDET with student data files required  
22 for the calculation of the LEA Medi-Cal Eligibility Rate  
23 or "Data Match percentage".

24 w. Complete and return with the fully executed AGREEMENT,  
25 SUPERINTENDENT'S School-Based Medi-Cal Administrative  
Activities (SMAA) District Information, Appendix "A", the

1           School-Based Medi-Cal Administrative Activities (SMAA)  
2           LEC Fee Information, Appendix "B", Certification  
3           Regarding Lobbying, Appendix "C", School-Based Medi-Cal  
4           Administrative Activities (SMAA) Agreement for Disclosure  
5           and Use of Medi-Cal Data, Appendix "D", attached hereto  
6           and incorporated by reference herein.

7 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and  
8 documents that reside in the California Department of Health Care  
9 Services (DHCS) Medi-Cal system of records, or with its agents, to  
10 ensure the integrity, security, and confidentiality of such data and  
11 documents, and to permit only appropriate disclosure and use as may  
12 be permitted by law as specified in School-Based Medi-Cal  
13 Administrative Activities (SMAA) Agreement for Disclosure and Use of  
14 Medi-Cal Data (DATA USE AGREEMENT), Appendix "D", attached hereto and  
15 incorporated by reference herein. The DATA USE AGREEMENT must be signed  
16 by the Custodian of Records on behalf of the DISTRICT.

17 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
18 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT  
19 and after SUPERINTENDENT has received reimbursement from the STATE for  
20 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to  
21 DISTRICT by warrant, all funds received on behalf of DISTRICT from the  
22 STATE less any amount due the SUPERINTENDENT and STATE as determined  
23 in Section 6.0 below. No funds will be conveyed to DISTRICT for  
24 invoices that have been revised or disallowed by the STATE or Federal.  
25 Payment to DISTRICT shall be made within forty-five (45) days of  
receipt and reconciliation of STATE funds by SUPERINTENDENT.

1 6.0 FEE SCHEDULE.

2 a. SUPERINTENDENT'S LEC Fees.

3 1. After SUPERINTENDENT has received reimbursement  
4 from the STATE for DISTRICT'S quarterly SMAA  
5 claim(s), SUPERINTENDENT will transfer to  
6 DISTRICT an amount equal to the Federal share  
7 of cost received as reimbursement for DISTRICT'S  
8 SMAA claim submitted by DISTRICT, less our fee  
9 as described on the School-Based Medi-Cal  
10 Administrative Activities (SMAA) LEC Fee  
11 Information form, Appendix "B".

12 2. Optional Services. If the DISTRICT selects the  
13 option of having the LEC prepare the RMTS  
14 quarterly invoice, as described on the School-  
15 Based Medi-Cal Administrative Activities (SMAA)  
16 LEC Fee Information form, Appendix "B".

17 b. The obligations of SUPERINTENDENT and DISTRICT under this  
18 AGREEMENT are contingent upon the availability of funds  
19 furnished by the United States Government and the State  
20 of California. In the event that such funding is  
21 terminated or reduced, this AGREEMENT may be terminated,  
22 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
23 hereunder shall be limited to a pro-rated amount of  
24 funding actually received by the SUPERINTENDENT and  
25 DISTRICT from the United States Government and the State  
of California under this AGREEMENT. SUPERINTENDENT shall

1 provide DISTRICT written notification of such  
2 termination. Notice shall be deemed given when received  
3 by the DISTRICT or no later than three (3) days after the  
4 day of mailing, whichever is sooner.

5 7.0 FEDERAL CLAIMING.

6 a. TITLE 31 - Money and Finance, Subtitle V - General  
7 Assistance Administration, Chapter 75 - Requirements for  
8 Single Audits, Section 7502 requires each pass through  
9 entity provide the sub-recipient program names and any  
10 identifying numbers from which such assistance is derived.  
11 The Catalog of Federal Domestic Assistance (CFDA) number  
12 for this Federal program is 93.778, Medical Assistance  
13 Program (Medi-Cal).

14 b. A "Vendor" means a dealer, distributor, merchant, or other  
15 seller providing goods or services that are required for  
16 the conduct of a Federal program. These goods or services  
17 may be for an organization's own use or for the use of  
18 beneficiaries of the Federal program. Additional guidance  
19 on distinguishing between a sub-recipient and a vendor is  
20 provided in OMB Circular A-133.

21 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
22 this AGREEMENT, shall be and act as an independent contractor.  
23 SUPERINTENDENT understands and agrees that he/she and all of his/her  
24 employees shall not be considered officers, employees or agents of the  
25 DISTRICT, and are not entitled to benefits of any kind or nature  
normally provided employees of the DISTRICT and/or to which DISTRICT'S



1 employees are normally entitled, including, but not limited to, State  
2 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
3 assumes full responsibility for the acts and/or omissions of his/her  
4 employees or agents as they relate to the services to be provided  
5 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
6 for payment of all Federal, STATE and local taxes or contributions,  
7 including unemployment insurance, social security and income taxes  
8 with respect to SUPERINTENDENT'S employees.

9 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
10 and related instructional materials developed by SUPERINTENDENT or  
11 DISTRICT under this AGREEMENT shall become the exclusive property of  
12 the Department of Health Care Services. The Department of Health Care  
13 Services shall have all right, title and interest in said matters,  
14 including the right to secure and maintain the copyright, trademark  
15 and/or patent all forms and related instructional materials developed  
16 under this AGREEMENT.

17 10.0 HOLD HARMLESS.

- 18 a. SUPERINTENDENT hereby agrees to indemnify, defend, and  
19 hold harmless DISTRICT, its Governing Board, and its  
20 officers, agents, and employees from liability and claims  
21 of liability for bodily injury, personal injury, sickness,  
22 disease, or death of any person or persons, or damage to  
23 any property, real, personal, tangible or intangible,  
24 arising out of the negligent acts or omissions of  
25 employees, agents or officers of SUPERINTENDENT or the

1 Orange County Board of Education during the term of this  
2 AGREEMENT.

3 b. DISTRICT hereby agrees to indemnify, defend, and hold  
4 harmless SUPERINTENDENT, the Orange County Board of  
5 Education, and its officers, agents, and employees from  
6 liability and claims of liability for bodily injury,  
7 personal injury, sickness, disease, or death of any person  
8 or persons, or damage to any property, real, personal,  
9 tangible or intangible, arising out of the negligent acts  
10 or omissions of employees, agents or officers of DISTRICT  
11 during the term of this AGREEMENT.

12 11.0 CONFIDENTIALITY.

13 a. SUPERINTENDENT and DISTRICT shall maintain  
14 confidentiality of their respective records and  
15 information, governing the confidentiality of client or  
16 student information for Medi-Cal clients served under this  
17 AGREEMENT. Applicable laws include, but are not limited  
18 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,  
19 Welfare and Institutions Code, Section 14100.2 and 22  
20 California Code of Regulations Section 51009 and all  
21 applicable Federal and/or STATE laws or regulations as  
22 each may now exist or be hereafter amended. The  
23 confidentiality obligations contained in this section  
24 shall survive termination of this AGREEMENT.

25 b. DISTRICT understands and agrees to take all reasonable  
steps to avoid unauthorized disclosure of any of

1 SUPERINTENDENT'S agents' proprietary data provided for  
2 purposes of this AGREEMENT hereinafter defined as data  
3 file specifications, related instructions, management  
4 reports, training materials, plans or other information  
5 relating to the performance of SUPERINTENDENT'S agents  
6 services hereunder, disclosed by SUPERINTENDENT to  
7 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not  
8 during or after the term of this AGREEMENT, permit the  
9 copying, duplication, or use of any of SUPERINTENDENT'S  
10 agents' proprietary data by or to any person other than  
11 authorized employees, agents or representatives of  
12 DISTRICT.

13 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
14 to assure that the information supplied to SUPERINTENDENT hereunder  
15 shall be true, complete, and accurate in all respects. DISTRICT shall  
16 assume sole responsibility for the truth, completeness and accuracy  
17 of all information supplied to SUPERINTENDENT and agrees that  
18 SUPERINTENDENT shall have no responsibility or liability for the  
19 truth, completeness or accuracy of any information submitted by  
20 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
21 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
22 requirements.

23 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
24 damages or losses to DISTRICT employees, agents, independent  
25 contractors or students relating to lost medical services or lost data  
under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums

1 DISTRICT does not obtain in reimbursement from the STATE, or for any  
2 incidental, indirect, special or consequential damages to DISTRICT  
3 arising from the denial of any request for reimbursement from the  
4 STATE.

5 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
6 AGREEMENT shall not be assigned by the DISTRICT without prior written  
7 approval of SUPERINTENDENT.

8 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
9 must meet the approval of the DISTRICT and shall be subject to the  
10 DISTRICT'S general right of inspection to secure the satisfactory  
11 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
12 all Federal, STATE and local laws, rules, regulations and ordinances  
13 that are now or may in the future become applicable to SUPERINTENDENT  
14 or DISTRICT'S, equipment and personnel engaged in operations covered  
15 by this AGREEMENT or accruing out of the performance of such  
16 operations.

17 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT**  
18 **shall complete and return with the fully executed AGREEMENT the**  
19 **Certification Regarding Lobbying form, Appendix "C", attached hereto**  
20 **and incorporated by reference herein**, that the DISTRICT has not made,  
21 and will not make, any payment prohibited by Item 1 of the  
22 Certification Regarding Lobbying form.

23 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
24 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
25 that it:

- 1 a. Is not presently debarred, suspended, proposed for  
2 debarment, declared ineligible, or voluntarily excluded  
3 by any federal department or agency;
- 4 b. Has not within a three-year period preceding this  
5 AGREEMENT been convicted of or had a civil judgement  
6 rendered against them for commission of fraud or a  
7 criminal offense in connection with obtaining, attempting  
8 to obtain, or performing a public (Federal, STATE or  
9 local) transaction or contract under a public transaction;  
10 violation of Federal or STATE antitrust statutes or  
11 commission of embezzlement, theft, forgery, bribery,  
12 falsification or destruction of records, making false  
13 statements, or receiving stolen property.
- 14 c. Is not presently indicted for or otherwise criminally or  
15 civilly charged by a government entity (Federal, STATE or  
16 local) with commission of any of the offenses enumerated  
17 in Section 16.0(b) herein; and
- 18 d. Has not within a three-year period preceding this  
19 AGREEMENT had one or more public transactions (Federal,  
20 STATE or local) terminated for cause or default.
- 21 e. The terms and definitions herein have the meanings set  
22 out in the Definitions and Coverage sections of the rules  
23 implementing Federal Executive Order 12549.
- 24 f. If DISTRICT is unable to certify to any of the statements  
25 in this certification, DISTRICT shall submit an  
explanation to SUPERINTENDENT.

1 g. If DISTRICT knowingly violates this certification, in  
2 addition to other remedies available to the Federal  
3 Government, the Department of Health Care Services (DHCS)  
4 may terminate this AGREEMENT for cause or default.

5 18.0 ALTERNATIVE FORMAT. Under federal and state law, including the  
6 Americans with Disabilities Act, discrimination against qualified  
7 members of the public participating in public programs based on  
8 disability is prohibited. A person is a qualified member of the public  
9 if they are an appropriate person with whom a public agency should or  
10 would communicate. The rights of persons with disabilities must be  
11 protected to ensure meaningful and equal access to public services,  
12 including but not limited to Medi-Cal and other programs that DHCS  
13 oversees in whole or in part through partnerships with other entities.

14 a. SUPERINTENDENT and DISTRICT are required to provide  
15 auxiliary aids and services, free of charge, to ensure  
16 all qualified persons with speech, hearing, and/or vision  
17 disabilities can effectively communicate and participate  
18 in public programs, services, and/or activities.

19 b. SUPERINTENDENT and DISTRICT must also provide auxiliary  
20 aids and services to a family member, friend, or associate  
21 of the program participant if said individual is  
22 identified as the beneficiary's authorized  
23 representative, or it is someone with whom it is  
24 appropriate to communicate (e.g., a disabled parent of a  
25 beneficiary).

1 c. If an alternative format request is received from a  
2 qualified member of the public all documents provided to  
3 the beneficiary must be provided in the alternative format  
4 within two months of the request. All subsequent  
5 documentation provided to that individual must be in the  
6 requested alternative format.

7 d. In accordance with the Provider Participation Agreement  
8 and Addendum thereto, the California School-Based Medi-  
9 cal Administrative Activities Manual (SMAA Manual) and  
10 DHCS's Policy and Procedure Letters, SUPERINTENDENT and  
11 DISTRICT are required to develop a plan to meet  
12 alternative format requirements by August 1, 2023 and to  
13 continuously monitor the plan's effectiveness.

14 e. The Alternative Format plan must be stored and maintained  
15 in the DISTRICT's audit records.

16 19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
17 importance of complying with all relevant State and Federal  
18 confidentiality laws, including the Health Insurance Portability and  
19 Accountability Act of 1996 (HIPAA) to the extent applicable. In  
20 addition, DISTRICT agrees to provide students and faculty with training  
21 in the requirements of the privacy and security provisions of HIPAA  
22 and to advise them of the importance of complying with Facility's  
23 policies and procedures relative to HIPAA.

24 20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
25 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
any unlawful discriminatory practices in employment of personnel or in

1 any other respect on the basis of sex, race, color, ethnicity, national  
2 origin, ancestry, religion, age, marital status, medical condition,  
3 sexual orientation, physical or mental disability or any other  
4 protected group in accordance with the requirements of all applicable  
5 Federal or STATE law.

6 21.0 TOBACCO USE POLICY. In the interest of public health,  
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
8 of any tobacco products are prohibited in buildings and vehicles, and  
9 on any property owned, leased or contracted for by the SUPERINTENDENT  
10 pursuant to SUPERINTENDENT' Policy 400-7. Failure to abide with  
11 conditions of this policy could result in the termination of this  
12 AGREEMENT.

13 22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
14 or without cause, terminate this AGREEMENT with the giving of thirty  
15 (30) days prior written notice to the other party. However, once  
16 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
17 of Health Care Services (DHCS), according to the School-Based Medi-  
18 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
19 terminate until the next quarter survey period.

20 23.0 NOTICE. All notices or demands to be given under this AGREEMENT  
21 by either party to the other shall be in writing and given either by:  
22 (a) personal service or (b) by U.S. Mail, mailed either by registered  
23 or certified mail, return receipt requested, with postage prepaid.  
24 Service shall be considered given when received if personally served  
25 or if mailed on the third day after deposit in any U.S. Post Office.  
The address to which notices or demands may be given by either party



1 may be changed by written notice given in accordance with the notice  
2 provisions of this section. As of the date of this AGREEMENT, the  
3 addresses of the parties are as follows:

4 DISTRICT: Holtville Unified School District  
755 Olive Avenue  
5 Holtville, California 92250  
6 Attn: \_\_\_\_\_

7 SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
8 Costa Mesa, California 92626  
Attn: Patricia McCaughey

9 24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
10 redress for violation of, or to insist upon, the strict performance  
11 of any term or condition of this AGREEMENT shall not be deemed a waiver  
12 by that party of such term or condition, or prevent a subsequent  
13 similar act from again constituting a violation of such term or  
14 condition.

15 25.0 SEVERABILITY. If any term, condition or provision of this  
16 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
17 void, or unenforceable, the remaining provisions will nevertheless  
18 continue in full force and effect, and shall not be affected, impaired  
19 or invalidated in any way.

20 26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
21 be governed by the laws of the State of California with venue in Orange  
22 County, California.

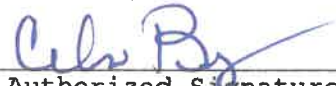
23 27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
24 attached hereto constitute the entire agreement among the Parties to  
25 it and supersedes any prior or contemporaneous understanding or

1 agreement with respect to the services contemplated, and may be amended  
2 only by a written amendment executed by both Parties to the AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: HOLTVILLE UNIFIED  
5 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

6 BY:   
Authorized Signature

BY:   
Authorized Signature

7 PRINTED NAME: Celso Ruiz

PRINTED NAME: Patricia McCaughey

8 TITLE: Superintendent

TITLE: Director

9 DATE: 05/20/2024

DATE: April 23, 2024

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Holtville USD (10005191)-SMAA25  
zip16

# EXHIBIT "A"



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
 DISTRICT INFORMATION  
 2024-2025**

**1 DISTRICT/SCHOOL**

Holtville Unified School District Imperial  
*District/School Name* *County*

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2 DISTRICT SMAA COORDINATOR**

Lillian Aguirre Director of Special Services  
*Name* *District Job Title*

621 E. Sixth Street Holtville, CA 92250  
*Street Address* *City, State, Zip*

\_\_\_\_\_  
*Mailing Address (if different than street address)* *City, State, Zip*

(760)356-0647 laguirre@husd.net  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  have access to the RMTS system  
 receive RMTS late notifications

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

Celso Ruiz Superintendent  
*Name* *District Job Title*

(760)356-2974 celso@husd.net  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)**

Estela Estrada Special Services Secretary  
*Name* *District Job Title*

(760) 356-0642 eestrada@husd.net  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2024-2025**

**ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*District Job Title*

\_\_\_\_\_  
*Phone (please include extension)*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

Check the box for this person to:

- be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*District Job Title*

\_\_\_\_\_  
*Phone (please include extension)*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

Check the box for this person to:

- be included in all program communications  
 have access to the RMTS system

**6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Email*

**7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
**Lillian Aguirre**

**PRINTED NAME OF PERSON FILLING OUT FORM**

\_\_\_\_\_  
**Director of Special Services**

**JOB CLASSIFICATION TITLE**

\_\_\_\_\_  
**04/25/2024**

**DATE**

# EXHIBIT "B"

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
LEC FEE INFORMATION  
2024-2025**

**SUPERINTENDENT'S LEC Fee for Administrative Support**

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process, RMTS Software Platform Fee, which is based on the District's actual cost of utilizing the RMTS Software Platform through a third-party administrator selected by Region 9 LEC for the Random Moment Time Survey. In addition, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

**SUPERINTENDENT'S OPTIONAL SERVICES FEE**


The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will confirm that the final invoice is ready for electronic signatures. The SUPERINTENDENT will process and submit to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service – Please check YES or NO.		Effective Date
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	July 1, 2024 – June 30, 2025

DISTRICT:	Holtville Unified School District
BY:	 Authorized Signature
PRINTED NAME:	Celso Ruiz
TITLE:	Superintendent
DATE:	05/20/2024



# EXHIBIT "C"

**CERTIFICATION REGARDING LOBBYING**

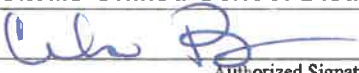
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Holtville Unified School District  
BY:   
Authorized Signature  
PRINTED NAME: Celso Ruiz  
TITLE: Superintendent  
DATE: 05/20/2024

# EXHIBIT "D"

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts

160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Celso Ruiz, Superintendent

Name and Title of Custodian of Files  
Holtville Unified School District

District Name  
621 E. Sixth Street

District Address  
(760) 356-2974/celso@husd.net

Custodian's Phone Number / Email Address

  
Custodian's Signature

05/20/2024  
Date

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** ACCEPTANCE OF DONATIONS  
**DATE:** JUNE 17, 2024

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The Board is asked to accept the following generous donations to FFA:

1. A donation in the amount of \$226 of Floral Event Supplies & Containers from Buds & Blooms
2. A donation in the amount of \$1,364.80 of Floral Supplies from Buds & Blooms

Agreement between the  
El Centro Elementary School District  
and  
Holtville Unified School District  
for the provision of Special Education Services

## **1. BASIS OF AGREEMENT**

This Master Agreement (“Agreement”) is entered into between Holtville Unified School District (“DOR”), as the school district of residence, and El Centro Union Elementary School District (“DOS”), as the school district of service. DOR and DOS are members of the Imperial County Special Education Local Plan Area (“SELPA”). DOS has certain special day classes and related services for students whose Individualized Education Programs (“IEP”) require a separate special education classroom or setting that the DOR does not operate. These special day class programs and services shall hereinafter be referred to as “Services” and are available to students in grade levels served by DOS. Pursuant to California Education Code sections 56195.1(e) and 56195.5,

This Agreement does not change the local educational agency (“LEA”) responsible for FAPE, and does not commit DOS to provide any special education or related services, unless and until a student from DOR has been accepted into Services through the referral process, an individualized education program (“IEP”) team meeting has been held to place the student in Services, and the student’s parent/guardian has consented to the IEP placing the student in Services.

## **2. TERM OF AGREEMENT**

This Agreement is effective for the 2024-2025 school year, including extended school year. It is subject to amendment, renewal or termination as specified herein.

## **3. REFERRAL PROCESS**

DOS may provide Services for those eligible students of DOR referred by DOS when it is jointly determined by DOR and DOS that the student’s IEP can be implemented by DOS. Prior to offering placement in Services, DOR must contact the appropriate DOS staff to discuss a possible referral and the appropriateness of Services. DOR shall obtain from the parent/guardian authorization to refer the student for Services and a DOS referral packet from DOS’s Special Education Department at (760) 352-5712, extension 8534. Classroom observations are permissible after a referral has been submitted and placement has been offered. DOR shall communicate referral outcomes to parents/guardians.

DOR is responsible for ensuring that appropriate proof of each student’s age and date of birth has been obtained and provided to DOS prior to enrollment. DOR shall provide proof student lives within boundaries of DOR. Proof shall be consistent with DOR Board policy and the California Education Code.

If it is determined via consult between DOR and DOS that Services would constitute “comparable services” pursuant to California Education Code section 56325 when a student transfers into DOR from another local educational agency (“LEA”), DOR may submit a referral for such a purpose without having first held an IEP team meeting or obtaining parent/guardian consent.

## **4. DISTRICT OF SPECIAL EDUCATION ACCOUNTABILITY**

DOR and DOS acknowledge that DOR, as the districts of special education accountability (“DSEA”), remains the LEA for the student while the student is receiving Services. DOS is the services provider not the LEA. As such, it is DOR’s responsibility to ensure the student receives a free appropriate public education (“FAPE”). If a student receiving Services moves out of the DOR, DOR shall immediately provide DOS written notice of the student’s change in residence, including the new school DOR. Similarly, DOS shall immediately notify DOR in the event a parent/guardian reports a change in residence, including the new school DOR of residence.

All students receiving Services shall have an IEP developed detailing the services to be provided. All changes to a student’s educational placement/program provided shall be made solely on the basis of a revision to the student’s IEP. DOS will implement any changes contained in a student’s IEP as soon as possible following receipt of parent/guardian consent, if student is to continue to receive Services from DOS.

Unless otherwise provided in this Agreement, the DOS shall provide all Services specified in a student’s IEP unless DOS and DOR agree otherwise in the IEP. In the event DOS is unable to provide a specific service required by an



IEP, DOS shall notify DOR in writing within fifteen (15) business days of the last date a service was provided. DOS shall make up any missed services unless DOR and parent/guardian agree otherwise. DOR may choose to provide the service that DOS is unable to provide—such provision would be at DOR expense.

If the student's IEP team determines that Services no longer provide a FAPE for a student, DOS shall cease providing Services in accordance with the "end date" for Services as described in the student's IEP.

If DOS determines for any reason that DOS can no longer serve a student, DOS shall provide written notice to DOR at least thirty (30) days prior to the termination of Services. During this thirty (30) day notice time period, DOR shall convene an IEP team meeting to offer an alternative offer of FAPE to the student. DOS shall participate in this IEP team meeting as it would in any other IEP team meeting.

## **5. IEP TEAM MEETINGS**

DOS shall notify DOR of all IEP team meetings scheduled for the student, such that DOR can send a representative who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of individuals with exceptional needs; is knowledgeable about the general education curriculum; and is knowledgeable about the availability of resources and can commit the resources of DOR at the IEP team meeting in accordance with California Education Code section 56341(b)(4). This DOR representative must be prepared and authorized to discuss all elements of the IEP and make DOR's offer of FAPE pursuant to Section 4 above. Attendance of any IEP team member may be through alternative means such as tele or video conference.

DOS will work with DOR to ensure that IEP team meetings are held in accordance with legally required timelines, and DOR is able to send a representative to the IEP meeting if it wishes to do so. No IEP team meetings will be held by DOS without inviting a DOR representative, and DOS and DOR will work together to ensure properly constituted IEP team meetings occur within legal timelines. If necessary, DOR will assist DOS to ensure that the student's parent(s)/(guardian(s) attend all IEP team meetings in accordance with California Education Code section 56341(b)(1).

DOS and DOR will work together to ensure that a general education teacher is present at all IEP team meetings if the student "is, or may be, participating in the regular education program" in accordance with California Education Code section 56341(b)(2). DOR remains ultimately responsible for ensuring that a general education teacher is present at all IEP team meetings.

To the extent that it is necessary to excuse an IEP team member, DOS and DOR will work together to obtain informed written consent from parent/guardian on the excusal in advance of the IEP team meeting in accordance with California Education Codes section 56341(f) through (h).

DOS will arrange for any foreign-language and American Sign Language interpreters that are needed for IEP team meetings. If DOS is unable to locate an appropriate interpreter, DOS will consult with DOR to determine how the DOR wishes to proceed. Should an IEP document need to be translated into Spanish, DOS will ensure that it is translated. DOR will be responsible for translations of any IEP documents into any other language.

DOS staff will provide recommendations for any required components of the student's IEP and will provide draft IEP documents for IEP team meetings. DOR may request such drafts in advance of an IEP team meeting to review and discuss with DOS staff in preparation for an IEP team meeting. However, as the LEA and DSEA, DOR is responsible for ensuring the student receives a FAPE. DOR is responsible for ensuring that the IEP meets all legal requirements for a legally defensible IEP, including but not limited to making any offer of FAPE. At any time during the term of this Agreement, a student's parent/guardian, DOS, or DOR may request a review IEP team meeting subject to all procedural safeguards required by law.

## **6. ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS**

DOS will conduct regularly due re-evaluations of students receiving Services on behalf of DOR unless DOR requests to conduct its own assessments at least 75 days prior to their due date, DOS staff is unavailable to conduct the necessary assessments, or an assessment is agreed to by DOR for which DOS does not employ a qualified

examiner (e.g., a medical evaluation). DOS will offer and conduct re-evaluations that occur in the ordinary course, and DOR will notify DOS if other re-evaluations are requested or necessary to determine IEP contents of student receiving Services and being re-evaluated.

Unless DOR provides written notice to DOS more than 75 days before re-evaluation is due that it intends to conduct the re-evaluation, DOS will generate the assessment plan and accompanying prior written notice to provide to parent/guardian to obtain consent for DOS-conducted assessments. DOR will generate the legally required assessment plan and accompanying prior written notice if DOR is conducting the assessment or arranging for non-DOR/non-DOS employees to conduct the assessment. In no case with both DOR and DOS complete assessments at the same time or within one year of each other, absent agreement to do so.

The Party providing the assessment plan will have it translated into the necessary language if English is not the appropriate language in which to provide the assessment plan and accompanying prior written notice. If an assessment report needs to be translated into any language other than Spanish, DOR shall be responsible for that translation.

If a parent/guardian requests an independent educational evaluation (“IEE”), DOR is responsible for responding to said request in accordance with California Education Code section 56329, and determining whether to fund the IEE or file for due process to defend the assessment at issue. If DOR chooses to file for due process to defend an assessment rather than funding the IEE, DOS will provide the necessary staff to prepare for and, if necessary, testify at the due process hearing.

## **7. RELATED SERVICES/DESIGNATED INSTRUCTION AND SERVICES/SUPPLEMENTARY AIDS AND SERVICES**

In addition to Specialized Academic Instruction Services required by a student’s IEP, DOS may provide the following related services included in the student’s IEP in accordance with California Education Code section 56363: language and speech services, audiological services, adapted physical education, physical therapy, occupational therapy, counseling and guidance services, psychological services, parent counseling and training, behavior intervention services, health and nursing services, vocational assessment, counseling, guidance and career assessment, agency linkages, travel training, career awareness, intensive individual services, assistive technology services, specialized vision services, work experience education, other transition service, orientation and mobility, braille transcription, specialized Deaf and hard of hearing services, specialized orthopedic services, and American Sign Language interpreting services. DOS will provide related services specified on each student’s IEP, and inform DOR if it is not able to provide the related services.

If DOS is unable to provide any of the related services specified on DOR students’ IEPs, DOR must provide or fund those services via DOR-contracted or DOR staff at DOR expense, in coordination with DOS. Low-incidence equipment will be provided by DOS for eligible students, unless low-incidence funds have been exhausted, at which time DOR shall be responsible for securing and funding any low-incidence equipment.

DOS will provide assistive technology and alternative, augmentative communication devices needed for students who are enrolled in Services unless it requests DOR to provide it.

## **8. HOME INSTRUCTION**

If a student experiences a temporary disability as defined by Education Code section 48206.3 and is eligible for home or hospital instruction, the DOS will convene an IEP team meeting and invite the DOR to attend. The student’s IEP team shall convene to review the student’s IEP and determine appropriate educational services, which may include home or hospital instruction (“HHI”) for the duration specified by the medical report. In accordance with Title 5 of the California Code of Regulations section 3051.4, to consider HHI, the IEP team must have a medical report from the attending physician or surgeon or the report of the psychologist, as appropriate, stating the diagnosed condition and certifying that the severity of the condition prevents the student from attending a less restrictive placement. The report shall include a projected calendar date for the student’s return to school.

If the IEP team determines that HHI is appropriate and provides the student with FAPE, DOS may elect to provide the HHI to the student or may terminate the Services. DOR will be required to provide the HHI services otherwise.

## **9. INDEPENDENT STUDY**

Except for short-term independent study (no more than ten (10) consecutive and less than fourteen (14) cumulative days during one school year), DOS will not provide independent study to students receiving Services. Should an IEP team agree to place a student on independent study, when it provides a student with FAPE, the student will be exited from Services and DOR will implement the student's IEP.

## **10. EMERGENCY CONDITIONS**

In the event of an emergency as described in California Education Code section 46392, in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than ten (10) school days, DOS will implement what is contained on the emergency circumstances page(s) of the student's IEP. DOS and DOR agree that this may alter what is contained in the IEP; however, in accordance with California Education Code section 56345(a)(9), the Parties agree that DOS must comply with what is contained in the IEP.

## **11. TRANSPORTATION**

It is the responsibility of the IEP team to determine if transportation services are needed to provide a student with a FAPE. DOR will provide transportation unless DOS agrees to transport student to and from school. If DOS transports the student, the DOR will be billed for the additional costs providing transportation to and from home to school for Services. Transportation that takes place during the school day as part of Services will be provided by DOS. DOR is responsible for the excess costs of transportation services provided by DOS.

If a student's IEP requires aide-support during transport, and existing staff are inadequate for the needs of the student, the DOR shall fund or provide this service.

If a student is suspended or expelled from DOS transportation, an IEP team meeting shall be convened to review and revise the student's IEP. DOR shall be responsible for providing and funding an alternative transportation method until the IEP team meeting can be held and the student can be reinstated on DOS transportation.

## **12. PROGRESS REPORTS, REPORT CARDS, AND TRANSCRIPTS**

Progress reports relating to goals and objectives in a student's IEP shall be sent by DOS to parent/guardian as required by law. DOS shall make copies of progress reports accessible in the Special Education Information System ("SEIS") when they are sent to parent/guardian so that DOR has contemporaneous access to progress reports. DOS shall prepare report cards for students who receive Services. Report cards shall be issued to parents/guardians with the same frequency as the same grade level in the school district where the special day class is located.

## **13. ANNUAL NOTICE**

DOR shall provide any DOR student receiving Services with a copy of DOR's annual notice in accordance with the laws that dictate annual notice for any other DOR student. On or before September 1 of any school year, DOR shall provide DOS with a copy of its annual notice and a list of all DOR students who receive Services to whom that annual notice was provided. DOS will also provide any students who are enrolled in Services with a copy of its annual notice.

## **14. PRIOR WRITTEN NOTICE AND RESPONSES TO PARENT/GUARDIAN**

Except for the assessment plan-related prior written notice referenced in Section 6 above, DOR shall have responsibility for providing parents/guardians of students who receive Services with any necessary prior written notice required by law. DOR will consult with DOS in drafting prior written notice; and the notice may be provided to parents/guardians by DOR on DOR letterhead or similar form (e.g., SEIS form or email correspondence).

## **15. PRIVACY, MAINTENANCE OF RECORDS, AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (“FERPA”)**

For students who receive Services, DOR is the custodian of student records. DOS personnel providing Services pursuant to this Agreement shall be designated as “school officials” of DOR within the meaning of that term as defined in Title 34 of the Code of Federal Regulations section 99.31, subd. (a)(1)(i)(A) and California Education Code section 49076(a)(1)(A) for purposes of Title 20, United States Code, section 1232g, the Family Educational Rights and Privacy Act (“FERPA”). As a school official and a contractor (California Education Code section 49076(a)(2)(G)(i)) with a legitimate educational interest, DOS may create and access records on behalf of DOR.

Because of this school official and contractor relationship with DOR, as well as in other circumstances permitted by FERPA and without parental/guardian consent (Title 34 of the Code of Federal Regulations section 99.30), DOS may obtain personally identifiable information and records from DOR. (Title 34 of the Code of Federal Regulations, sections 99.3(a)(10) and 99.36; California Education Code sections 49076(a)(2)(A) and (a)(2)(G)(i).)

DOS will cooperate with DOR in DOR’s response to any requests for student records, and DOR will do the same.

DOR shall have, at minimum, viewing access in SEIS for any student who receives Services from DOS.

## **16. DUE PROCESS AND COMPLAINTS**

DOS and DOR agree that DOR is the LEA for DOR students who receive Services pursuant to this Agreement. DOS is the service provider for students who receive Services pursuant to this Agreement. As such, DOR will not object to DOS’s attempt to be dismissed and/or dismissal from any due process hearing or complaint proceeding other than a Uniform Complaint, complaint against employee or tort claim that is properly filed with and against DOS. Even if it is not named and/or is dismissed in a due process hearing or other related complaint, DOS agrees to collaborate and cooperate with DOR including resolution sessions, mediations, and due process hearings. DOS will coordinate witness availability and production of documents regarding the student.

In the event that DOS is named as the sole LEA in a due process hearing or related complaint, DOS and DOR agree that DOR is the proper party to the due process proceedings and must defend and hold harmless the DOS.

If, through a due process hearing or other complaint process, DOR wishes to reach a settlement that affects Services and/or DOS, DOR shall contact the Executive Director of Special Education to discuss the terms that affect Services and/or DOS and obtain her consent prior to agreeing to such terms. DOS must also review and approve any settlement or other agreement language regarding Services before it is agreed to by the parties. Such a review does not make DOS a party to the agreement but ensures that the language agreed to regarding Services can be implemented.

## **17. STUDENT DISCIPLINE**

DOS, in consultation with DOR, may suspend a student who receives Services in accordance with California Education Code section 48900 *et seq.* DOS teachers may also suspend students in accordance with the law. DOS will provide DOR with copies of any notices of suspension within forty-eight (48) hours of the incident given rise to the suspension. Only the DOR may recommend expulsion and pursue expulsion proceedings. The DOS may terminate services with 30 days written notice to DOR in the case of student code of conduct violations by DOR student receiving Services from DOS.

DOS shall work with DOR to convene any required manifestation determination meetings related to removals for violations of codes of student conduct in accordance with the timelines prescribed by law.

DOS will provide a copy of report of restraint/seclusion to DOR within forty-eight (48) hours of the incident.

## **18. ATTENDANCE AND TRUANCY**

When a student has not attended Services for twenty (20) consecutive days, whether excused or unexcused absences, DOS may terminate the contract. DOS will notify DOR to request an IEP team meeting with the DOR in order to address attendance in the student's IEP. DOS will, on a case-by-case basis, simultaneously give notice to the DOR that Services may no longer be FAPE for the student and DOS can no longer serve the student, therefore providing thirty (30) days' notice of termination of Services. During this twenty-day notice period, DOR shall convene an IEP team meeting to offer an alternative offer of FAPE to the student. DOS shall participate in this IEP team meeting as it would in any other IEP team meeting.

DOS will provide updates to DOR regarding student attendance. DOS will also send notices of truancy to students on behalf of DOR. However, all school attendance review board ("SARB") processes must be completed by DOR.

## **19. FOSTER/HOMELESS YOUTH**

DOS and DOR will cooperate and collaborate with foster/homeless liaisons in all involved school districts in order to ensure that foster and homeless youth continue to receive a FAPE in their schools of origin.

## **20. CALENDARS**

DOS school years shall provide a minimum of 180 days of instruction, plus extended school year, as appropriate. Calendars for specific classes shall match the calendars, including holidays, of the geographic school district in which the special day class is located.

A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the IEP. Extended school year shall consist of at least twenty (20) days including holidays, unless otherwise agreed upon by the IEP team convened by DOR.

## **21. STATEWIDE ACHIEVEMENT TESTING**

DOS shall administer all Statewide assessments, including, but not limited to, the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), Physical Fitness Testing ("PFT"), and the English Language Proficiency Assessments for California ("ELPAC"). Students will not typically be accepted during the DOS assessment window period unless DOR has completed the required assessments.

## **22. DOR AND PARENT/GUARDIAN ACCESS**

DOS shall allow DOR staff and parents access to classrooms where Services are provided pursuant to this MOU, to observe students receiving Services. DOR staff and parents must follow school site office check-in procedures, and complete observations without causing disruption, and in compliance with DOS policies for classroom observations. Observer numbers should be limited to no more than 2 people and no longer than 30 minutes, unless prior arrangements are made. Observation times may be further limited if the teacher determines that the presence of others in the classroom causes a disruption to the classroom teaching or negatively affects student behaviors.

Parent/guardian must provide reasonable notice prior to access and follow DOS policies (observation guidelines) and procedures related to said access. DOS will keep a log of all visitors to the classroom, including, but not limited to, person visiting, date and time of visit, length of visit, and reason for visit.

## **23. FUNDING**

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the State of California funding formula for special education programs, services, and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA. It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 ("AB602") include a dollar amount that is transferred to the SELPA of residence for pupils served in special education programs prior to implementation of AB602.

DOS will claim average daily attendance for each student receiving Services under this Agreement. The SELPA will transfer all AB602 and associated special education funding generated by program students to DOS instead of DOR, and the DOS will claim ADA for students receiving Services under this MOU. The DOS will invoice the DOR for excess costs per pupil receiving Services, in excess of state and federal apportionment received for ADA and from SELPA.

**Billing Transactions:** All billing transactions will be done through a transfer through the Escape financial system. The DOR will need to provide an account line to the DOS. The normal billing process will occur in July each year after the year has been completed. Except for extraordinary costs, may be billed more frequently. The DOR will be notified in advance of extraordinary costs.

#### **24. APPLICABLE LAWS**

Each Party shall comply with all laws and regulations (collectively “Law”) applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as “Applicable Law” and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

Of most importance for this Agreement, the Parties agree to comply with all applicable components of the Individuals with Disabilities Education Act (“IDEA”) and related California law.

#### **25. FINGERPRINT REQUIREMENTS**

DOS shall comply with the requirements of the California Education Code regarding fingerprinting and background checks, including, but not limited to obtaining clearance from both the California Department of Justice (“CDOJ”) and clearance from the Federal Bureau of Investigation (“FBI”) for DOS staff prior to Services being provided by any individual DOS staff member to any DOR student. DOS hereby agrees that its employees shall not come in contact with DOR students until CDOJ and FBI clearance are ascertained.

DOS shall require each employee working with DOR students to report immediately to DOR any subsequent arrest for a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011, and DOS shall immediately prohibit such employee from having any contact with DOR students pursuant to this Agreement.

DOR shall have no responsibility for costs of criminal background checks and arrest notifications.

#### **26. STAFF QUALIFICATIONS**

DOS shall ensure that all individuals employed, sub-contracted, and/or otherwise hired by DOS hold a credential, license, certificate, permit, or other document required by law for Services being provided. DOS shall comply with all laws and regulations governing licensed professions, including but not limited to, the provisions with respect to supervision. DOS shall ensure that credentials, licenses, certificates, permits, and other documents remain in good standing and do not lapse for failure to renew.

#### **27. HEALTH AND SAFETY**

DOS staff who provide Services shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. DOS shall comply with the

requirements of California Education Code section 49406 regarding the examination of DOS staff who provide Services for tuberculosis.

DOS shall comply with Occupational Safety and Health Administration (hereinafter referred to as “OSHA”) Blood Borne Pathogens Standards, Title 29 Code of Federal Regulations (hereinafter referred to as “CFR”) section 1910.1030, should it provide medical treatment or assistance to a DOR student. DOS further agrees to provide any applicable annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code as required by applicable law.

## **28. EMERGENCY INTERVENTION AND INCIDENT REPORTING**

DOS shall comply with state and federal law related to emergency interventions, including, but not limited to completing a Behavioral Emergency Report (“BER”) when required by law.

## **29. MANDATED REPORTING REQUIREMENTS**

DOS hereby agrees to annually train all DOS staff who provide Services so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e., reporter, child, and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

DOS agrees to provide annual training to all DOS staff who provide Services regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each DOS staff member receiving such training.

## **30. NON-DISCRIMINATION**

DOS shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **31. INDEMNIFICATION**

The DOR will fully indemnify and hold the DOS harmless to the full extent permitted by California laws for any Loss sustained by DOS; and (B) defend and pay for all of Indemnitor’s attorney’s fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense.

A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed.

## **32. RENEWAL**

This MOU may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the DOS during the term of this MOU and said pupil continues to receive special education and/or related services from DOS after expiration of this Contract and a new contract has not yet been executed, the terms of this Contract shall apply to any and all special education and/or related services provided by the DOS until the successor Contract is executed. DOR’s payment obligation under shall apply to Services provided by DOS under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate DOS to provide services after the expiration of this Contract. If DOS intends not to renew the Contract, DOS shall provide DOR at least 30 days written notice of such intent.

### **33. TERMINATION**

This Contract may be terminated for any individual receiving services from DOS on behalf of DOR, as follows:

- Upon the mutual agreement of the parties.
- For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
- The expiration revocation, rescission, or cancellation of any certification required for
- DOS to provide special education and/or related services as may be required by each pupil enrolled by Contractor pursuant to this Master Contract.
- The material breach of this Master Contract by either party.
- The pupil requires services beyond the capacity of DOS's level of staffing, the pupil presents a safety risk to other pupils or staff, or the acts or omissions of the pupil's parent, guardian or advocate materially interfere with DOS's delivery of services to the pupil or other pupils.

Termination of this MOU or an individual student's Services provided pursuant to it shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination. Pending termination, the DOR and DOS will coordinate and collaborate to prevent disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

### **34. DISPUTE RESOLUTION**

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, a Party shall pay the other Party the amount that is undisputed and due; if a disputed amount is determined in a Final Determination to be due, a Party shall pay such amount to the other Party within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, a Party shall pay the other Party in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

### **35. INSURANCE**

DOS and DOR each shall obtain, pay for, and maintain in effect during the life of this Agreement the following types of insurance, either issued by an insurance company admitted doing business in California, or through a permissible program of self-insurance:

- (a) General liability insurance (including contractual coverage, bodily injury, and property damage liability insurance) with combined single limits of not less than two million dollars (\$2,000,000.00) per occurrence;
- (b) Automobile liability insurance for "any auto" with combined single limits of liability of not less than one million dollars (\$1,000,000.00) per occurrence; and
- (c) Worker's compensation insurance as required by state law.

Each Party's general liability coverage shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned and providing that written notice shall be given to the other Party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Upon request, each Party shall furnish the other Party with a certificate of insurance containing the endorsements required



under this Section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this Section concerning minimum insurance requirements shall reduce a Party's liabilities or obligations under the Indemnification provisions of this Agreement.

**36. ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the Program described herein. It supersedes all prior and contemporaneous understandings and/or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on any representation or warranty outside those expressly set forth in this Agreement. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**37. AMENDMENT**

The provisions of this Agreement may be modified only by mutual written agreement of the Parties.

**38. ASSIGNMENT AND SUBCONTRACTING**

Neither Party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other Party.

However, DOS may subcontract to provide Services to a student. Should DOS decide to subcontract to provide Services, DOS shall incorporate all the provisions of this Agreement in all subcontracts, to the fullest extent reasonably possible. Furthermore, when DOS enters into subcontracts for the provision of Services for any student, DOS shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance limits shall comply with the provisions of this Agreement.

**39. FORCE MAJEURE**

A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse payment of any portion of the Contract Amount that is due for Services that DOS performed/performs.

**40. NOTICE**

Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or to the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

For DOR:  
Celso Ruiz  
Superintendent  
621 East 6<sup>th</sup> Street  
Holtville, CA 92250

For DOS:  
Jon LeDoux  
Superintendent  
1256 Broadway  
El Centro, CA 92243

**41. GENERAL INTERPRETATION**

The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement.

**42. AUTHORITY**

Both Parties represent that each has the full authority to perform its obligations under the Agreement and that the person executing this Agreement has the authority to bind it.

**43. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. While DOS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to DOS in the electronic format it was signed in.

*IN WITNESS WHEREOF*, the Parties hereto have executed this Agreement.

**DOR**  
Holtville School District

**DOS**  
El Centro Elementary School District

\_\_\_\_\_  
Celso Ruiz,  
Superintendent, or Designee

\_\_\_\_\_  
Jon LeDoux  
Superintendent, or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1       **AGREEMENT BETWEEN THE COUNTY OF IMPERIAL AND THE HOLTVILLE UNIFIED SCHOOL**  
2       **DISTRICT FOR THE IMPERIAL COUNTY SHERIFF'S OFFICE TO PROVIDE A SCHOOL**  
3       **RESOURCE OFFICER**

3       THIS AGREEMENT ("Agreement"), made and entered into effect the 17<sup>th</sup> day  
4 of June, 2024 by and between the **COUNTY OF IMPERIAL**, a  
5 political subdivision of the State of California, by and through its Imperial  
6 County Sheriff's Office, ("County"), and the **HOLTVILLE UNIFIED SCHOOL DISTRICT**,  
7 a California public school district located in the city of Holtville, in  
8 Imperial County, ("District"); (individually, "Party;" collectively, "Parties")  
9 shall be as follows:  
10

11                               **RECITALS**

12 **WHEREAS**, in addition to the services already provided to District's school  
13 campuses in Imperial County and its surrounding community, District desires to  
14 contract with County for its Imperial County Sheriff's Office ("ICSO") to  
15 provide a school resource officer ("SRO") for additional law enforcement  
16 services at District's school campuses located in Imperial County; and  
17

18 **WHEREAS**, the Parties share common goals that include providing support for the  
19 education process by implementing a school resource officer within District's  
20 jurisdiction to address school crime and safety issues; and

21 **WHEREAS**, the Parties agree to work cooperatively with one another in placing  
22 the school resource officer in the District to provide such services on the  
23 terms and in the manner set forth herein.

24 **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties have  
25 and hereby agree to the following:

26       1. **TERM.**

27       The term of this Agreement shall be effective from July 1, 2024 through June  
28       30, 2027, unless otherwise modified or terminated as provided for herein.

1 **2. SCOPE OF SERVICES.**

2       2.1 County shall provide to the District one (1) uniformed ICSO Deputy  
3 Sheriff to serve as the school resource officer ("SRO") assigned for duties at  
4 the District's school campuses. The SRO will perform additional law enforcement  
5 services on and around the school campuses of the District as provided for  
6 herein. This Agreement is not intended to reduce the existing services already  
7 provided to the District by ICSO. The SRO shall be available for up to eight  
8 (8) hours per day, for a maximum of one hundred eighty (180) days per fiscal  
9 year (from July 1 - June 30). At the beginning of each fiscal year, the District  
10 shall notify ICSO of the dates when the SRO's services will be requested under  
11 this Agreement.  
12

13       2.2 Unless otherwise provided for in this Agreement, County shall furnish  
14 and supply all necessary labor, supervision, equipment, communication  
15 devices/facilities, and supplies necessary to maintain the agreed upon level of  
16 service and to meet its obligations under this Agreement, including vehicles,  
17 weapons, radios, uniforms and training.  
18

19       2.3 District may provide additional resources for ICSO and the SRO to utilize  
20 in the performance of this Agreement. The District agrees that ICSO shall have  
21 full cooperation and assistance from the District, its officers, agents and  
22 employees.  
23

24       2.4 Specific services to be provided shall take place at the District's  
25 campuses within the jurisdictional boundaries of the County as directed by  
26 District.  
27

28       2.5 The County agrees that the SRO will:

1           2.5.1 Develop faculty presentations related to California law, campus  
2 security, student and faculty safety, and the role of law enforcement at the  
3 schools.

4           2.5.2 Work in conjunction with the ICSSO's Crime Prevention Unit to  
5 develop student presentations that educate the students about peer pressure,  
6 drug awareness and drug abuse, violence, school safety, and other related topics  
7 as agreed upon with the school district.  
8

9           2.5.3 Attend "Collaboratively Addressing Results for Excellence" team  
10 meetings and work with community agencies and parent/teacher groups.

11           2.5.4 Be the first responder to all law enforcement related matters on  
12 the District's campuses that occur during regular school hours, and document  
13 and investigate all incidents of crime at these campuses as deemed appropriate.  
14 However, if the SRO is unavailable to respond for any reason, another ICSSO  
15 personnel will respond as needed.  
16

17           2.5.5 Serve as liaison role between the District, the Student Attendance  
18 Review Board ("SARB"), the Imperial County Probation Department, the Imperial  
19 County District Attorney's Office, and other law enforcement official, and  
20 perform related duties.

21           2.5.6 Provide input to the District's officials regarding observations  
22 and assessments of campus safety concerns.

23           2.5.7 Share information with the District's officials regarding crime  
24 trends that may affect school operations.  
25

26           2.5.8 Coordinate certified narcotics K-9 walk-throughs on the District's  
27 campuses.  
28

1        2.6 ICSO shall retain the discretion to remove the SRO from his or her  
 2 regular assignment to the District if a critical incident or other emergency  
 3 arises requiring the assistance of the SRO. ICSO will inform the District when  
 4 this occurs within a reasonable period of time.

5        2.7 In the event the SRO designated by ICSO is unable to provide services on  
 6 any given day, or for any portion of the day, District understands that ICSO  
 7 may not have the resources available to provide a replacement for the SRO. In  
 8 the event this occurs, County shall not request payment for any  
 9 time periods in which an SRO was not made available to the District. In its  
 10 discretion, County may provide a replacement for the designated SRO; however,  
 11 County is under no obligation to do so. District may request that County provide  
 12 services for additional days during the term of this Agreement to make up for  
 13 any time in which an SRO was not made available.  
 14

15        **3. COMPENSATION.**

16        3.1 District shall pay County an amount not to exceed **One Hundred Sixty-Five**  
 17 **Thousand Seven Hundred Fifteen Dollars, and Twenty Cents (\$165,715.20)**, for the  
 18 performance of all obligations by County contemplated under this Agreement. The  
 19 rate of compensation to the SRO shall depend on the salary and benefits of the  
 20 ICSO Deputy assigned to the duty of SRO under this Agreement. The costs for  
 21 ICSO services provided to District are set forth in Exhibit "A," which is  
 22 attached hereto.  
 23

24        3.2 District understands and agrees that it will be invoiced separately for  
 25 the cost of salaried overtime or for any services performed by County that  
 26 exceed the professional expertise of the SRO. "Additional services" include,  
 27 but are not limited to, investigations performed by ICSO investigators, and  
 28

1 Sheriff's Activity League functions. District shall be notified prior to the  
2 performance of any overtime work or additional services.

3 3.3 County, through ICSO, shall provide an invoice to District within ten  
4 (10) days after the close of each calendar month. The invoice will reflect all  
5 services performed and amounts owed under this Agreement during the previous  
6 month. District shall pay County within thirty (30) calendar days  
7 after receipt of each monthly statement.  
8

9 3.4 District agrees to pay for any increased costs that result from  
10 collective bargaining negotiations between County and any relevant ICSO  
11 bargaining units which take effect during the term of this Agreement. The  
12 Parties agree to amend this Agreement, and Exhibit "A" accordingly, each time  
13 the not-to-exceed amount increases as a result of collective bargaining  
14 negotiations.  
15

16 **4. ADMINISTRATION AND SUPERVISION.**

17 The SRO shall remain under the supervision, direction, and control of the ICSO,  
18 who shall administer this Agreement on behalf of the County. The District, or  
19 its designee, shall administer this Agreement on behalf of the District.

20 **5. COUNTY EMPLOYEE.**

21 The SRO shall remain an employee of the ICSO on special assignment to District  
22 for the purposes set forth in this Agreement, and shall not be considered an  
23 agent, employee, or deputy of District.  
24

25 **6. ASSUMPTION OF LIABILITIES/INSURANCE.**

26 6.1 Except as otherwise provided, District shall not be called upon to assume  
27 any liability for the direct payment of any salaries, wages, or other  
28

1 compensation to any of County's personnel performing services hereunder for the  
2 District, and County hereby assumes said liability.

3 6.2 Except as herein otherwise specified, District shall not be liable for  
4 compensation or  
5 indemnity to any of County's employees for injury or sickness arising out of  
6 this employment, and County  
7 hereby agrees to hold harmless District against any such claim.  
8

9 6.3 District agrees, to the fullest extent permitted by law, to defend with  
10 counsel acceptable to County, indemnify and hold County, its representatives,  
11 officers, elected officials, designees, employees,  
12 agents, successors and assigns, harmless from and against any and all liability,  
13 loss, expense (including reasonable attorneys' fees) or claims for injury or  
14 damages arising out of the performance of this Agreement, but only in proportion  
15 to and to the extent such liability, loss, expense, attorneys' fees or claims  
16 for injury or damages are caused by or result from the negligent acts and  
17 omissions or willful misconduct of District, its officers, employees,  
18 representatives, elected officials, designees, or agents.  
19

20 6.4 County agrees, to the fullest extent permitted by law, to defend with  
21 counsel acceptable to District, indemnify and hold District, its  
22 representatives, officers, elected officials, designees, employees, agents,  
23 successors and assigns, harmless from and against any and all liability, loss,  
24 expense (including reasonable attorneys' fees) or claims for injury or damages  
25 arising out of the performance of this Agreement, but only in proportion to and  
26 to the extent such liability, loss, expenses, attorneys' fees or claims for  
27 injury or damages are caused by or result from the negligent acts and omissions  
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1 or willful misconduct of the County, its officers, employees, representatives,  
2 elected officials, designees, or agents.

3       6.5 Notwithstanding the foregoing, in the event that the Parties are both  
4 held to be responsible for the negligent acts and omissions or willful  
5 misconduct of its own officers, employees, representatives, elected officials,  
6 designees, or agents, the Parties will bear their proportionate share of  
7 liability as determined in any such proceeding. Each Party to bear its own costs  
8 and attorneys' fees.  
9

10 **7. TERMINATION.**

11 Either Party may terminate this Agreement at any time, with or without cause,  
12 by notifying the other Party of its intent to terminate the Agreement and  
13 specifying the effective date thereof, at least thirty (30) days before the  
14 effective date of such termination.  
15

16 **8. NO AGENCY.**

17 Nothing herein contained shall be construed to create, and the Parties hereto  
18 expressly disclaim any intent to create, any form of agency relationship, joint  
19 venture or partnership.

20 **9. SEVERABILITY.**

21 If any provision of this Agreement is held by a court of competent jurisdiction  
22 to be void, invalid, or unenforceable, the remaining provisions shall continue  
23 in full force and effect.  
24

25 **10. JURISDICTION AND VENUE.**

26 This Agreement is made and entered into in Imperial County, California. This  
27 Agreement shall be construed and enforced in accordance with the laws of the  
28

1 State of California, and the Parties agree that any action brought by either  
2 Party regarding this Agreement shall be brought in a court of competent  
3 jurisdiction in Imperial County or, if appropriate, in the Federal District  
4 Court serving Imperial County.

5 **11. GOOD FAITH PERFORMACE.**

6 The Parties hereto agree to act in good faith and deal fairly with the other  
7 Party in the performance of this Agreement.

8 **12. NOTICES.**

9 Any notice to be given pursuant to this Agreement shall be in writing and  
10 personally delivered or sent by certified mail, postage prepaid, return receipt  
11 requested or by overnight carrier, priority overnight delivery, postage and  
12 delivery charges prepaid, addressed to each Party at the following address:

<p>14 <b>COUNTY</b>  15 Fred Miramontes, Sheriff  16 Imperial County Sheriff's Office  328 Applestill Road  El Centro, CA 92243</p>	<p><b>DISTRICT</b>  Celso Ruiz, Superintendent  Holtville Unified School District  621 East Sixth Street  Holtville, CA 92250-1450</p>
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17 Copies of notices to Sheriff shall also be sent to:  
18 Imperial County Executive Office  
19 Attn: County Executive Officer  
940 West Main Street, Suite 208  
El Centro, CA 92243

20 Notice shall be deemed to have been delivered only upon receipt by the  
21 Party, seventy-two (72) hours after deposit in the United States mail or twenty-  
22 four (24) hours after deposit with an overnight carrier. The addressees and  
23 addresses for purposes of this Paragraph may be changed to any other addressee  
24 and address by giving written notice of such change in the manner provided in  
25 this Paragraph. Unless and until written notice of change of addressee and/or  
26 address is delivered in the manner provided in this paragraph, the addressee  
27 and address set forth in this Agreement shall continue in effect for all purposes  
28 hereunder.

1 **13. ASSIGNMENT.**

2 Neither this Agreement nor any duties or obligations under this Agreement may  
3 be assigned by District without prior written consent of County.

4 **14. ENTIRE AGREEMENT.**

5 This Agreement constitutes the full and complete agreement between the Parties.  
6 All prior agreements and understandings with respect to the subject matter of  
7 this Agreement are merged herein. This Agreement may be executed in  
8 counterparts, each of which when executed and delivered shall constitute a  
9 duplicate original, but all counterparts together shall constitute a single  
10 agreement. No modification, waiver, amendment, discharge, or change of this  
11 Agreement shall be valid unless the same is in writing and signed by the Party  
12 against whom the enforcement of such modification, waiver, amendment, discharge,  
13 or change is or may be sought.

14 **15. WAIVER.**

15 Any waiver by County of any breach of any one or more of the terms of this  
16 Agreement shall not be construed to be a waiver of any subsequent or other breach  
17 of the same or of any other term thereof. Failure on the part of County to  
18 require exact, full, and complete compliance with any term of this  
19 Agreement shall not be construed in any manner as changing the terms hereof, or  
20 estopping County from enforcement hereof.

21 **16. REVIEW OF AGREEMENT TERMS.**

22 16.1 Each Party has had the opportunity to receive independent legal advice  
23 from its attorney(s) with respect to the advisability of making the  
24 representations, warranties, covenants and agreements provided for herein, and  
25 with respect to the advisability of executing this Agreement.  
26  
27  
28

1 16.2 No presumption or rule that ambiguities shall be construed against the  
2 drafting party shall apply to the interpretation or enforcement of the same or  
3 any subsequent amendments thereto.

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

6 COUNTY OF IMPERIAL

HOLTVILLE VALLEY UNIFIED  
SCHOOL DISTRICT

7  
8 By: \_\_\_\_\_  
Luis Plancarte, Chairman  
9 Imperial County Board of Supervisors

By: \_\_\_\_\_  
Celso Ruiz, Superintendent

10 ATTEST

APPROVED AS TO FORM  
Eric Havens  
County Counsel

11  
12 By: \_\_\_\_\_  
Blanca Acosta  
13 Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Danuta Tuszynska  
Deputy County Counsel

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# MEMORANDUM OF UNDERSTANDING

This is an agreement between the Imperial County Office of Education (ICOE) Curriculum Department, and the Holtville Unified School District. Upon signature by the entities, this agreement immediately goes into effect through June 30, 2025.

## I. Purpose & Scope

- Engage in learning opportunities centered around Part 1 and Part 2 of the English Language Development standards.
- Build language objectives that support integrated English Language Development across all content areas.
- Review instructional practices that support integrated English Language Development.

## II. ICOE Curriculum Department Responsibilities under this Agreement

- 1 director, 2 Coordinators; Full Day
- Review Part 1 and Part 2 of the English Language Development.
- Engage in activities that build understanding of language targets for both primary and secondary settings:
- Provide opportunities to create simplified and detailed language targets that support integrated ELD.
- Review best instructional practices that support integrated English Language Development.

**\*\*This plan is subject to change depending on district and site needs.\*\***

Date/Time	Description/ Details
<b><u>Elementary Cohort</u></b> <b><u>Director</u></b>	
<b>Date:</b> 09/18/2024  <b>Time:</b> 8:00-3:00 p.m.	<b>Topic: The role of language targets in integrated English Language Development</b> <ul style="list-style-type: none"> <li>● Review Part 1 and Part 2 of the English Language Development standards as the vehicle to develop language targets</li> <li>● Analyze the various language targets and their role in supporting integrated English Language Development</li> <li>● Review best instructional practices for integrated English Language Development strategies</li> <li>● Crafting Content-Specific Language Objectives               <ul style="list-style-type: none"> <li>○ Demonstrations and practice of strategies to integrate language objectives</li> </ul> </li> <li>● Collaborative Planning and Implementation</li> </ul>
<b>HS Core Content Areas: ELA, Math, Sciences</b> <b>1 Coordinator</b>	
<b>Date:</b> 09/18/2024  <b>Time:</b> 8:00-3:00 p.m.	<b>Topic: Designing Effective Language Objectives for Secondary Education</b> <ul style="list-style-type: none"> <li>● A brief review of key elements from 2024 PD</li> <li>● Unpacking Language Demands in Content Areas</li> </ul>

	<ul style="list-style-type: none"> <li>● Crafting Content-Specific Language Objectives <ul style="list-style-type: none"> <li>○ Demonstrations and practice of strategies to integrate language objectives</li> </ul> </li> <li>● Collaborative Planning and Implementation</li> </ul>
<b>HS &amp; Primary Other Areas: PE, Arts, Other 1 Coordinator</b>	
<b>Date:</b> 09/18/2024  <b>Time:</b> 8:00-3:00 p.m.	<b>Topic: Designing Effective Language Objectives for Secondary Education</b> <ul style="list-style-type: none"> <li>● A brief review of key elements from 2024 PD</li> <li>● Unpacking Language Demands Across all Disciplines <ul style="list-style-type: none"> <li>○ Identifying Language Opportunities</li> </ul> </li> <li>● Designing Language Objectives <ul style="list-style-type: none"> <li>○ Demonstrations and practice of strategies to integrate language objectives</li> </ul> </li> <li>● Collaborative Planning and Implementation</li> </ul>

### Holtville Unified School District agreements under this Agreement

- a. Payment will be charged at **\$4800** (includes prep, training, materials, mileage, and technical support) paid upon invoice.
- b. Direct communication to ICOE Curriculum Department Senior Director regarding progress and support.
- c. ICOE may take photographs of participants at events/trainings. These photographs shall be used to document the event/training, promote events in written materials, and be posted on the ICOE website and social media accounts.

### III. Cancellation of Agreement

- a. This Agreement may be canceled prior to June 30, 2025, upon mutual written agreement between **Holtville Unified School District and ICOE Curriculum Department**. In the event of cancelation of this Agreement, payment of fees for services provided will be immediately due and payable to **ICOE Curriculum Department**.
- b. Each party hereby agrees to indemnify, defend, and hold the other party, including its officers, agents, and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall service termination of this Agreement.

**IV. The Parties representatives shall be:**

<b>Imperial County Office of Education - Curriculum Department</b>
Jeanette Montaño Senior Director

<b>Holtville Unified School District</b>
Anthony Arevalo Principal

Curriculum & Instruction Department Imperial County Office of Education 1398 Sperber Road El Centro, CA 92243 760-312-6129 <a href="mailto:jmontano@icoe.org">jmontano@icoe.org</a>
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Holtville Unified School District 6627 East 6th St. Holtville, CA 92250 (760) 356-2974 <a href="mailto:aarevalo@husd.net">aarevalo@husd.net</a>
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**V. Effective Date and Signature**

This Agreement shall be effective upon signature of both the LEA and ICOE authorized officials. It shall be in force through June 30<sup>th</sup>, 2025. **Holtville Unified School District** and **ICOE Curriculum Department** indicates agreement to this MOU by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**Imperial County Office of Education**

**Holtville Unified School District**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Carlos Gonzales, Associate Superintendent  
**Name/ Title**

\_\_\_\_\_  
Celso Ruiz/ Superintendent  
**Name/ Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## MEMORANDUM OF UNDERSTANDING

This Memorandum is between the **Imperial County Consortium Teacher Induction Program** and the **Holtville Unified School District** regarding the Provision of Teacher Induction Services for the **2024-2025 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 2024-25 school year. The ICOE's **Curriculum and Instructional Services Department** will be the point of contact for ICOE obligations under this MOU.

### ICOE's Responsibilities:

- 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. Assist 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. Assist 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 leadership/coaching 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 required training to all new mentors.
- J. 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).
- K. Provide Site Administrator training as needed or requested (virtually or in person as appropriate).
- L. Provide districts with information regarding Candidate and Mentor attendance at



meetings, program component completion, and other accountability data as needed or requested.

- M. Coordinate required program evaluation for accreditation and program improvement purposes.
- N. 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.
- O. Access to a learning management system (LMS) that promotes and supports 21st-century learning.
- P. Prepare and submit all required program budgets, reports, and fees to ICOE and the Commission on Teacher Credentialing as required.
- Q. Maintain communication with the District and the District Lead as to the expectations of the support.

#### District's Responsibilities:

##### A. Compensation:

The district shall compensate ICOE in the amount of **\$5,000.00** 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 15th 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. 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 and the TRIAD meeting form is completed 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. Establish an effective professional relationship with district Candidates, Mentors and Administrators, maintaining appropriate confidentiality and respect.
  - b. Attend ICOE District Lead scheduled meetings. (1.5 hours once a month)
  - c. Prepare for, schedule, advertise and deliver district orientation to district Teacher Induction Candidates, Mentors and administration using a tailored ICOE generated materials.
  - d. Collaborate with site administrators and/or the district Human Resources department regarding Candidate enrollment and Mentor matches, survey data, and other information.
  - e. Prepare for, schedule, advertise and deliver monthly support meetings for district Induction Candidates and Mentors providing ongoing support, assistance, and professional development in collaborating with district goals.
  - 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.
  - j. Attend the year-end Colloquium.
  - k. Complete all training pertaining to formative assessments certification as needed.
- O. Maintain communication with the Imperial County Consortium Teacher Induction Director as to progress of support.

**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.

**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, 2024 and shall remain in full force and effect until June 30, 2025.

**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.

**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:

<p><b>Imperial County Office of Education – Curriculum Department</b></p>	<p><b>Holtville Unified School District</b></p>
<p><b>ICOE Contact:</b>          John Lazarcik          Teacher Induction Program Director          Imperial County Consortium  <a href="mailto:john.lazarcik@icoe.org">john.lazarcik@icoe.org</a>          (760) 312-6225</p>	<p><b>District Contact:</b>          Eric Velazquez          Projects Director  <a href="mailto:evelazquez@husd.net">evelazquez@husd.net</a>          (760) 356-2974</p>
<p>Curriculum &amp; Instruction Department          Imperial County Office of Education          1398 Sperber Road          El Centro, CA 92243</p>	<p>Holtville Unified School District          621 East 6th Street          Holtville, CA 92250</p>

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Imperial County Office of Education**

**Holtville Unified School District**

Signature

Signature

**Carlos Gonzales, Associate Superintendent**

**Celso Ruiz, Superintendent**

Name/ Title

Name/ Title

Date

Date



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

***INFORMATION ITEMS***

**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 2023/24 Estimated Actuals/2024-25 July 1 Budget Report.

The meeting will take place on Monday, June 17, 2024 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 Garcia, HUSD Administrative Assistant

Posted on June 10, 2024  
HUSD Administration Office





621 E. Sixth Street, Holtville, Ca. 92250  
(760) 356-2974 (760) 356-4936 fax  
<https://www.husd.net/>

# NOTICE OF PUBLIC HEARING

Holtville Unified School District will have a regular board meeting on Monday, June 17, 2024, to hold the 2024-25 Local Control and Accountability Plan (LCAP) Public Hearing. On Monday, June 17, 2024, there will be a regular board meeting to hold the 2024-25 Budget Public Hearing. Revisions to the LCAP and/or the 2024-25 Budget may then be made in consideration of any feedback from the public hearings. The LCAP and Budget adoption will then take place at the scheduled board meeting on Thursday, June 20, 2024.

The 2024-25 DRAFT LCAP can be viewed at the following website,

<https://husd.net/about/lcap/>.

The 2024-25 DRAFT Budget can be requested to be viewed 72 hours in advance of the public hearing by contacting the Business Office at (760) 356-2974.

Posted: June 9, 2023

Board of Trustees

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Kevin Grizzle   Jared Garewal   Ben Abatti, Jr.   Julie Duarte   Matthew Hester

*This institution is an equal opportunity employer and provider.*

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

***ACTION/DISCUSSION***



# Holtville

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## UNIFIED SCHOOL DISTRICT

### ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Holtville Unified School District	Celso Ruiz Superintendent	celso@husd.net 760-356-2974

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

### Other LEA Plans Referenced in this Plan

**Plan Title****Where the Plan May Be Accessed**

2021 HUSD LCAP

A copy of the district LCAP can be located on the district website at <https://www.husd.net/en/parent-resources/lcap/>.

HUSD Safe Return to In-Person Instruction October 2021

A copy of the district Safe Return to in-person instruction plan can be located on the district website at <https://www.husd.net/en/covid-19/>.**Summary of Planned ESSER III Expenditures**

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

**Total ESSER III funds received by the LEA**

5,619,729

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	659,226.01
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	2,980,453
Use of Any Remaining Funds	1,980,050

**Total ESSER III funds included in this plan**

5,619,729

**Community Engagement**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

HUSD engaged in meaningful consultation with parents, board members, students, and community members regarding return to in-person instruction and COVID safety measures through interactive board presentations and audience forums during HUSD Board meetings during the Spring and Summer of 2021. Based on the input from these board meetings, Administration (including the Special Education Director who advocates for students with disabilities and the Director of Special Projects who advocates for Homeless and Foster Youth) met to create the ESSER III Expenditure Plan collaboratively. This plan was then presented to School Site Councils, English Language Advisory Committees (ELAC) and the District ELAC, and the Migrant Parent Advisory Committee during the months of September and October of 2021. The Superintendent discussed the ESSER expenditure priorities with the Holtville Teachers Association President during his ongoing meetings in the Summer and Fall of 2021.

HUSD on multiple occasions attempted to engage in meaningful consultation with the California School Employees Association, HUSD Chapter during the Summer and Fall months of 2021. In spite of these attempts, HUSD was unable to connect with representative members from this group. HUSD evaluated its stakeholder engagement opportunities and determined that Tribal groups and Civil Rights organizations are neither present nor served by HUSD.

The process of writing the ESSER III Expenditure Plan began with eliciting feedback from parents, students, staff, community members and other stakeholders. These stakeholders met in their respective groups and provided input. Stakeholders provided suggested actions we should take, the methods for monitoring the progress of those, and the frequency of which that progress is monitored. What's more, this plan also incorporates feedback provided by parents, students, and school board members through other modes of communication, such as public comments at school board meetings and direct communications by phone or email to school site and district leaders.

Finally, the district priorities in this document were specifically aligned to its 2021-2022 LCAP, which included stakeholder input into the priority actions that the district should take, specifically to address safe in-person learning, lost instructional time, and other pandemic impacts. The full LCAP document can be located at <https://www.husd.net/en/parent-resources/lcap/>.

A description of how the development of the plan was influenced by community input.

Input from community members and the public at large had a direct impact on the development of this plan.

For example, a common topic of concern brought up by many parents and school board members was to take measures to ensure that in-person instruction continues uninterrupted. The district is addressing this concern by maintaining more than adequate amounts of PPE and enhanced sanitation supplies at all school site offices, directly in classrooms, and with reserve supplies at the district office. In addition, this plan budgets both rental and purchased equipment aimed to promote social distancing during high traffic periods like school lunches, as well as the hiring of staff to enhance safety through COVID check-in protocols performed at the beginning of the school day in order to decrease the likelihood of virus transmission. Another measure this plan would put in place is the installation of a new emergency notification, public

address system that would help school leaders to communicate to the whole campus immediately, providing ingress and egress information in the event of a public health emergency.

Another concern raised by parents in the Migrant Parent Advisory Committee meetings was increasing the amount of academic support for students, especially in light of the return from nearly two academic years of distance learning. The district is addressing this concern through this plan by increasing the number of paraprofessionals in classrooms, targeting students in subgroups for intervention, and by offering extended learning activities after-school and/or through Saturday academies. What's more, this plan seeks to further mitigate student learning loss brought on by the pandemic by budgeting funds toward additional classroom technology, supplemental Math and ELA intervention efforts through professional development of teachers and providing additional/supplemental curriculum, and an early reading intervention program. These actions align to the actions expanding these services in the 2021-2022 HUSD LCAP and reflect stakeholder input given during the development of the LCAP.

Additionally, many parents expressed a concern regarding the effect of the pandemic and subsequent school closure on their student's emotional well-being. For that reason, this plan seeks to help address the social-emotional needs of students. Through the expansion of counseling services and providing SEL programs for all students, this plan seeks to make student well-being a priority, aligning it to the new action added to the 2021-2022 HUSD LCAP.

Finally, during the school closures, our district experienced an unprecedented need to help provide healthy meals to our students and the community. Participation was very high and current kitchen facilities in the District were stretched to accommodate, highlighting the need for updated facilities and equipment. Feedback from stakeholders was that the food service to school children during the pandemic and beyond are a priority. What's more, Holtville High School's current food service area is highly congested, making social distancing difficult. This not only increases the chance of virus transmission and possible outbreaks, endangering the previous stated priority of maintaining in-person instruction.

## **Actions and Expenditures to Address Student Needs**

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

## **Strategies for Continuous and Safe In-Person Learning**

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

**Total ESSER III funds being used to implement strategies for continuous and safe in-person learning**

659,226.01

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 3, Action 2 and HUSD Safe Return to In-Person Instruction Plan	Public Address System	Emergency notification system for all school sites that will enhance campus-wide and/or district-wide notifications and alerts such as coordinating staggered ingress/egress instructions to promote social distancing, as well as emergency stay-in place protocols, should positive COVID cases occur.	318,845.9
LCAP Goal 3, Action 2 and HUSD Safe Return to In-Person Instruction Plan	Personal Protective Equipment	PPE, including face masks/coverings, face shields, shield drapes, hand sanitizer, plexiglass barriers, social distancing signage, and other safety materials/equipment will be provided to all school sites to reduce transmission of COVID-19 and enable school to operate in-person instruction safely.	6,545.49
LCAP Goal 3, Action 2 and HUSD Safe Return to In-Person Instruction Plan	Enhance Safety Protocols	Enhanced safety protocols will be implemented at all school sites to reduce the risk of COVID-19 transmission. These protocols will include cleaning and sanitation measures, as well as enhanced check-in protocols as students arrive to school. To accomplish this, additional cleaning materials/supplies, as well as part-time staff and overtime hours for existing staff will be utilized.	232,886.13
LCAP Goal 3, Action 2 and HUSD Safe Return to In-Person Instruction Plan	Facilities Equipment	The District will purchase and deploy additional equipment to help with the full return to in-person instruction at all school sites. Outdoor picnic tables, benches, chairs, canopies, tent rentals, other equipment will be provided to assist with the food service program, enabling students to socially distance while eating daily meals, helping to reduce the risk of virus transmission and ensure continuous and safe in-person learning.	100,948.49

## Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

### Total ESSER III funds being used to address the academic impact of lost instructional time

2,980,453

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 1, Action 3	In-class Intervention	Paraprofessionals to aide in targeted in-class interventions for struggling students returning to in-person instruction after distance learning.	1,235,949
LCAP Goal 1, Action 7	Additional Technology	Ensure that students and classrooms are equipped with improved technology, allowing for supplemental learning programs to be utilized in conjunction with enhanced in-person instruction to provide students with greater opportunity to recover learning loss.	0
LCAP Goal 3, Action 6 and HUSD Safe Return to In-Person Instruction Plan	Link Crew SEL Support	Assist with the reintegration of students from home to school at the high school level. The link crew program will help with the socialization as well as involvement of 9th as well as 10th grade students on campus. The lessons involved with link crew focus on orientation, academic lessons, building self-esteem, and team building.	15,921
LCAP Goal 1, Action 6	Extended Learning	Provide extended learning opportunities for all students, including English Learners, Low-Income, Foster Youth, and students with exceptional needs, through tutoring, academies, Community Schools programs, Saturday programs, maintaining summer school programs for intervention and/or enrichment to accelerate or maintain academic progress.	5,750
LCAP Goal 3, Action 6 and HUSD Safe Return	SEL Program	Support the implementation of a Social-Emotional Learning curriculum and program. Provide professional development	0



<b>Plan Alignment (if applicable)</b>	<b>Action Title</b>	<b>Action Description</b>	<b>Planned ESSER III Funded Expenditures</b>
to In-Person Instruction Plan		and training opportunities. Supplies, materials, and services for meeting the social-emotional needs of all stakeholders.	
LCAP Goal 1, Action 2 and Action 8	Math, ELA, and ELD Intervention	Provide designated professional development to teachers and paraprofessionals. Implement, monitor, and improve upon supplemental Math, ELA, and ELD programs through intervention and materials.	228,308
LCAP Goal 3, Action 6 and HUSD Safe Return to In-Person Instruction Plan	Counselor/Social Worker	Counselors/Social Workers salary and benefits to support the implementation of a school-wide SEL program, monitor attendance, and to support struggling students returning to in-person instruction.	131,4797
LCAP Goal 1, Action 3	Hands-on/Engagement Materials	Provide additional support to enhance Math and Science intervention through small-group instruction and individual tutoring. Provide additional Math and Science tutoring with hands-on, project-based learning and intervention after school.	7,719
LCAP Goal 1, Action 2	Professional Development	Provide supplemental professional development and training 0 opportunities. Provide department and grade-level collaboration time to share best practices and address learning loss.	0
LCAP Goal 1, Action 3	Reading Intervention Teacher	Support the implementation of a school-wide early reading intervention program to mitigate learning loss.	172,009

## Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

### Total ESSER III funds being used to implement additional actions

1,980,050

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 3, Action 2 and HUSD Safe Return to In-Person Instruction Plan	Enhanced Food Service	A modular food service facility with kitchen equipment will be constructed to expand service and allow for student social distancing. The facility will provide an additional food service distribution center at Holtville High, which will assist all schools within the District, and the community at large. In addition, current facilities at HHS are inadequate, hindering social distancing, and do not allow for all students to be served safely in a timely fashion.	1,980,050

## Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Public Address System	The public address system will be used by school administrators daily to review school-wide expectations, make announcements regarding school events, and in cases of emergencies to deliver instructions. Site and district technical support staff will monitor the system for proper functionality.	The public address system will be monitored daily while it is in use. Site and district technical support will monitor the system frequently and as-needed.
Personal Protective Equipment	Site administrators will create a uniform inventory checklist to conduct monthly inventory checks for adequate supply of PPE for staff and students. Department managers will use the inventory checklist to check for adequate supply	Administrators and managers will submit the inventory checklist of PPE at the district- and site-levels on a monthly basis.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Enhance Safety Protocols	<p>of PPE for their departments including food services, transportation, and maintenance. District administrators will maintain an adequate inventory of PPE for use district-wide. Administrators and managers will maintain PPE that meet standards and regulations. Administrators and managers will submit a monthly inventory checklist to the district office.</p>	<p>Administrators and managers check for adequate amounts of cleaning supplies at the district- and site-levels on a monthly basis. Site administrators also monitor screening processes on a weekly basis.</p>
Facilities Equipment	<p>Maintenance staff will ensure equipment is placed in proper locations and maintained by conducting visual inspections. Site administrators will ensure equipment is being used properly by observing its use.</p>	<p>Maintenance staff will inspect equipment on a monthly basis. Site administrators will observe its use on a daily basis.</p>
In-class Intervention	<p>Classroom teachers and site administrators will monitor the effectiveness of additional paraprofessionals by observations and evaluations. Classroom teachers supervise paraprofessionals by assigning them intervention groups of students to work with and assigning intervention work.</p>	<p>Teachers and administrators will monitor paraprofessionals on a daily basis.</p>
Additional Technology	<p>Site administrators will ensure adequate technology is purchased and distributed throughout campuses. Site computer technicians will further evaluate the</p>	<p>Site administrators and site computer technicians will evaluate its use and effectiveness on a daily basis.</p>

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Link Crew SEL Support	effectiveness of school technology by observing its use. Site administration at HHS will facilitate the reintegration and socialization of students by building confidence. Progress will further be monitored by having school administration meet with link crew advisors.	Site administration will monitor the progress on a monthly basis.
Extended Learning	Site administration will monitor the participation rates of subgroups in extended learning programs by tracking attendance.	Site administration will monitor the progress on a monthly basis.
SEL Program & Counselor/Social Worker	School counselors will monitor the effectiveness of a newly-implemented SEL program by eliciting feedback from teachers and students. Site administration will monitor the impact the program has on school culture.	School counselors will monitor the program on a monthly basis. Site administrators will monitor the impact on school culture on a weekly basis.
Math and ELA Intervention	Classroom teachers will monitor the progress of intervention programs by conducting grade checks, checking for understanding, and evaluating student work.	Teachers will monitor the progress on a bi-weekly basis.
Hands-on/Engagement Materials	Classroom teachers will monitor the effectiveness of a newly-implemented hands-on and engagement materials by eliciting feedback from students. Site administration will monitor the impact the materials have on student engagement.	Classroom teachers will monitor the use of materials on a monthly basis. Site administrators will monitor the impact on student engagement on a monthly basis.
Professional Development	Site administrators will monitor the effectiveness of professional development through observations and evaluations.	Site administrators will monitor the progress after each professional development event.
Reading Intervention Teacher	Classroom teachers will monitor the progress of the reading intervention teacher by evaluating students' reading levels through benchmark reading assessments and AR tests.	Classroom teachers will monitor the progress at the beginning and end of program cycles.
Enhanced Food Service	District administration will monitor the progress of the construction of the building by maintaining contact with construction managers.	District administration will monitor the progress on a weekly basis.

**Action Title(s)**

**How Progress will be Monitored**

**Frequency of Progress Monitoring**

The food services director will monitor the progress of handling food services for the district by collaborating with cafeteria staff and site administrators.

The food services director will monitor the progress on a daily basis.

Site administration will monitor the progress on a daily basis.

Site administration will monitor the progress of social distancing by observing the use of facilities.

# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
  - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
  - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
  - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
  - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

**Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

### **Other LEA Plans Referenced in this Plan**

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

### **Summary of Expenditures**

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### **Instructions**



For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

## **Community Engagement**

### **Purpose and Requirements**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement "underserved students" include:
    - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

**Instructions**

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

**A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

**A description of the how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA’s plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

## **Planned Actions and Expenditures**

### **Purpose and Requirements**

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

### **Instructions**

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **Strategies for Continuous and Safe In-Person Learning**

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Addressing the Impact of Lost Instructional Time**

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education  
June 2021



## Reclassification Criteria

<ul style="list-style-type: none"> <li>• <b>Criterion 1: Assessment of English Language Proficiency</b> <ul style="list-style-type: none"> <li>○ Summative ELPAC Overall Performance Level 4; or</li> <li>○ Summative Alternate ELPAC Level 3; or</li> <li>○ School sites must convene to inform planning, placement, and personal goals for the short term and the next school year for students who score at Summative ELPAC Overall PL 3 or lower</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b>Criterion 2: Teacher Evaluation</b> <ul style="list-style-type: none"> <li>○ Passing grade in Reading and Language Arts (K-8) or English (9-12) course</li> <li>○ Use of formative and summative assessments, including OPTTEL, to evaluate students' receptive and expressive skills</li> <li>○ Progress toward linguistically appropriate goals in student IEP (if applicable)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b>Criterion 3: Parent Consultation</b> <ul style="list-style-type: none"> <li>○ Parent opinion and consultation to inform parents/guardians of the reclassification process.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b>Criterion 4: Basic Skills Relative to English Proficient Students</b> <ul style="list-style-type: none"> <li>○ Level 3 (Standard Met) or higher on CAASPP SBAC ELA (3-12), or</li> <li>○ Level 3 (Understanding) on CAA ELA (3rd – 11th); or</li> <li>○ Proficient reading level on STAR Reading (3rd – 8th) or Early Literacy (Kinder – 2nd) <ul style="list-style-type: none"> <li>▪ TK – 8th: At or above grade level</li> <li>▪ 9th – 12th: At or above 9th grade level</li> </ul> </li> </ul> </li> </ul>

HOLTVILLE UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2023/24-010

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Holtville Unified School District hereby authorizes, for fiscal year **2024-25**, temporary transfers between the following funds and authorizes the Imperial County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

- |                             |                                |                                       |
|-----------------------------|--------------------------------|---------------------------------------|
| - General Fund# 010         | - Building Fund# 210           | - Debt Service Fund# 560              |
| - Adult Education Fund# 110 | - COP Fund# 215                | - Student Activity Spec Rev Fund# 080 |
| - Cafeteria Fund# 130       | - Capital Facilities Fund# 250 |                                       |

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

PASSED AND ADOPTED by the Governing Board on \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL

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

WITNESSED my hand this \_\_\_\_\_, 2024

\_\_\_\_\_  
Clerk/Secretary of the Governing Board

HOLTVILLE UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2023/24-011

**APPROVAL OF PARTICIPATION IN BIDS/CONTRACTS OF OTHER PUBLIC AGENCIES (PIGGYBACK CONTRACTS); AUTHORITY TO AWARD PIGGYBACK CONTRACTS**

**BE IT RESOLVED** by the Governing Board of Trustees of the Holtville Unified School District:

**WHEREAS**, applicable law generally requires the District to engage in a competitive process to procure goods, materials, supplies, services, equipment and other property.

**WHEREAS**, notwithstanding such requirements, applicable law also authorizes the District to procure goods, materials, supplies, services, equipment and other property without a competitive process upon terms and conditions of contracts bid and awarded by other public agencies; these alternative procurement procedures are typically referred to as “piggyback” contracting.

**WHEREAS**, the District is authorized to engage in piggyback contracting under Public Contract Code Section 10298 and 10299 for “information technology, goods and services” from “contracts, master agreements, multiple award schedules, cooperative agreements” procured by the California State Department of General Services (“DGS”).

**WHEREAS**, DGS authorized piggyback contracts may include contracts “with entities outside the state” and cooperative buying organizations such as, but not limited to, Sourcewell and U.S. Communities.

**WHEREAS**, although applicable law generally requires the Board of Trustees action to award contracts, authority to contract may be delegated to the Superintendent pursuant to Education Code 17604; with such authorization subject to limitations of “time, money or subject matter.”

**WHEREAS**, contracts awarded by authority conferred by the Board of Trustees under Education Code 17604 are not valid or enforceable against the District until ratified by the Board of Education.

**THEREFORE, BE IT RESOLVED** that the Board of Trustees determines that the piggyback procurement process is in the best interests of the District.

**FURTHER RESOLVED**, that the District participate for the 2024-25 school year, beginning July 1, 2024, in piggyback bids and contracts issued by other public agencies to the fullest extent permitted by applicable law.

**FURTHER RESOLVED**, that pursuant to Education Code 17604, the Superintendent, or such District employee the Superintendent may designate, are authorized to award piggyback contracts procured pursuant to these Resolutions, provided that (i) any such piggyback contract is not valid or enforceable against the District until ratified by subsequent action of the Board of Trustees; and (ii) the authority conferred hereunder is effective upon Board action adopting these Resolutions and shall continue for twelve (12) months after the date of Board action adopting these Resolutions.



**Holtville Unified School District  
Resolution No. 2023/24-011**

**PASSED AND ADOPTED** by the Board of Trustees of the Holtville Unified School District at the meeting on June 17, 2024, by the following vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

\_\_\_\_\_  
Jared Garewal  
President of the Board of Trustees

\_\_\_\_\_  
Ben Abatti, Jr.  
Clerk to the Board of Trustees

**RESOLUTION NO. 2023/24-012**  
**A RESOLUTION OF THE GOVERNING BOARD OF THE**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY**  
**GOVERNMENT CODE SECTION 65995 (b) 3**

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

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

WHEREAS, at its January 24, 2024, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$5.17 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.84 per square foot against commercial/industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$5.17 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial/industrial development projects in the amount of \$0.84 per square foot as described in Government Code Section 65995(b)(2). The mini-storage and agriculture categories of commercial/industrial justification have less impact than the statutory \$0.84 per square foot commercial/industrial justification. The mini storage category of construction should be collected at the justified rate of \$0.06 per square foot and the agriculture category of construction should be collected at the justified rate of \$0.72 per square foot.

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

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled June 17, 2024, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated May 6, 2024 (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:

- A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
  - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$5.17 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.84 per square foot for new commercial or industrial construction. The mini storage category of construction should be collected at the justified rate of \$0.06 per square foot and the agriculture category of construction should be collected at the justified rate of \$0.72 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
  - B. Any development project for which a final map was approved, and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
  - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. **Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
6. **Implementation.** For residential and commercial/industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. **California Environmental Quality Act.** The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. **Commencement Date.** The effective date of this Resolution shall be August 16, 2024, which is 60 days following its adoption by the Board.
9. **Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of \_\_\_\_\_ County and to the Planning Commission and City Council of the City of \_\_\_\_\_.
10. **Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Holtville Unified School District this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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