



## HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

July 8, 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



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

Monday, July 8, 2024

**CLOSED SESSION 2:00 P.M, OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION.**

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

\_\_\_\_\_

**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*

**5. REPORTABLE CLOSED SESSION ACTIONS:**

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
SPECIAL MEETING – July 8, 2024  
AGENDA PAGE 2**

**6. PUBLIC COMMENT ON ITEMS ON THE OPEN SESSION AGENDA AND ON NON AGENDA ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER**

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

**7. CONSENT AGENDA**

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

**A. FINANCE AND BUSINESS**

- 1) Warrant Orders week beginning 6/27/24 to week ending 7/3/24 Pgs. 3-8  
(Supplemental Information)

**B. PERSONNEL SERVICES**

- 1) Classified Resignation Pg. 10  
2) Certificated Resignation Pg. 11  
3) Certificated Stipend Pg. 12  
4) Certificated Employment Pg. 13

**C. GENERAL BUSINESS**

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

- 1) Agreement between HUSD & Imperial Unified School District for the provision of Special Education Services Pg. 15-26

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

**8. INFORMATION ITEM**

*Finley School student enrollment – Mr. Ruiz  
Budget update – Mr. Wells*

**9. ACTION/DISCUSSION ITEMS**

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

- A) Approve Amendment to Owner/Architect Agreement between Holtville Unified School District and Finney Architects (project #22077)

*(Mr. Ruiz) Pg. 29*

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

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – July 8, 2024  
AGENDA PAGE 3**

**10. FUTURE BOARD MEETING DATE**

*Monday, August 19, 2024 is the next Regular Board Meeting*

**11. ADJOURNMENT**

**\*\*\*\* A copy is available at the District Office and online [www.husd.net](http://www.husd.net)**

**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

***WARRANTS***

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
<b>Bank Account COUNTY - County, Register 000302, Dated 06/27/2024</b>					
24280283	2,840.92	Printed	010		A T & T (000008/2)
24280284	3,571.40	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24280285	155.42	Printed	010		Baja Desert Tire Co (000052/2)
24280286	271.70	Printed	010		CALIBER SCREENING (000075/1)
24280287	183.56	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24280288	5,595.36	Printed	010		CARDMEMBER SERVICES (000322/2)
24280289	1,248.31	Printed	010		COASTAL SUPPLY CO, INC (001225/1)
24280290	2,636.31	Printed	010		D LUPITAS RESTAURANT (000119/1)
24280291	677.06	Printed	010		DEL SOL MARKET (000125/1)
24280292	1,086.30	Printed	010		Department of General Services (000760/1)
24280293	113.00	Printed	010		Department of Justice Accounting Office (000130/1)
24280294	232,987.50	Printed	010		ESR Construction (000864/1)
24280295	125,875.00	Printed	010		ESR Construction (000864/1)
24280296	259.90	Printed	010		ESTRADA, BETSY (000927/2)
24280297	8,000.00	Printed	210		FINNEY ARCHITECTS, INC (001156/1)
24280298	198.90	Printed	010		FORENSIC DRUG TESTING (000162/1)
24280299	509.52	Printed	010		GAS COMPANY (000172/1)
24280300	181.96	Printed	010		GEORGES PIZZA (000177/1)
24280301	898.41	Printed	010		HARRISON, PATRICA (000523/1)
24280302	315.57	Printed	010		HERAZ, ANN (000689/1)
24280303	455.40	Printed	010		HERRERA, SELENIA (000537/1)
24280304	348.53	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24280305	324.00	Printed	010		HOLTVILLE TRIBUNE (000200/3)
24280306	641.38	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
24280307	3,000.00	Printed	010		ICOE (000210/1)
24280308	300.00	Printed	010		ICOE (000210/1)
24280309	300.00	Printed	010		IMPERIAL COUNTY OFFICE OF ED (000218/1)
24280310	61,805.77	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24280311	36,750.00	Printed	010		IMPERIAL VALLEY TELECOMMUNICATIONS AUTHORITY (000210/2)
24280312	600.00	Printed	010		Jonathan Ayon (001121/1)
24280313	3,579.80	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
24280314	2,072.33	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
24280315	554.18	Printed	010		MANUEL NUNEZ (001257/1)
24280316	750.00	Printed	010		MEDIC FIRST (000700/3)
24280317	6,000.00	Printed	010		North American Technical Services, Inc (001108/1)

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000302, Dated 06/27/2024 (continued)					
24280318	1,358.33	Printed	010		Page, Marco (001029/1)
24280319	130.65	Printed	010		PIZANO, NADIA (000993/1)
24280320	324.43	Printed	010		QUILL CORP (000318/1)
24280321	1,862.37	Printed	010		R.S.D (000320/1)
24280322	56.03	Printed	010		ROMANS WATER (000331/1)
24280323	1,607.72	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24280324	600.60	Printed	010		SPARKLETTS WATERS (000370/1)
24280325	4,590.54	Printed	010		SUNBELT RENTALS (000379/1)
24280326	939.14	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24280327	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
24280328	464.86	Printed	010		VANACKER, CHAD (000584/1)
24280329	98.74	Printed	010		Velázquez, Gerardo (000795/1)
24280330	533.28	Printed	010		Verizon Wireless Services LLC (000422/1)
24280331	1,272.16	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
<b>519,148.13</b>		<b>Number of Items</b>	<b>49 Totals for Register 000302</b>		



Org Summary

Holtville Unified School District

Check #	24280283	through	24280331	Total Count	49	\$519,148.13
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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000303, Dated 07/03/2024

25281327	2,047.32	Printed	010		ACSAS FOUNDATION FOR ED ADMI (000016/2)
25281328	3,529.10	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25281329	750.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25281330	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25281331	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25281332	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25281333	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25281334	479.49	Printed	010		BDJTech (000925/3)
25281335	266.87	Printed	130		Brady Industries of California (001176/1)
25281336	1,592.74	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
25281337	283.04	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25281338	490.00	Printed	010		CARDMEMBER SERVICES (000322/2)
25281339	16,625.00	Printed	010		COLLEGE BOARD (000107/1)
25281340	1,230.30	Printed	010		COSTCO (000110/1)
25281341	1,237.31	Printed	010		COUNTY MOTOR PARTS (000111/3)
25281342	4,300.84	Printed	010		COX.LINDSAY (000522/1)
25281343	836.88	Printed	010		D LUPITAS RESTAURANT (000119/1)
25281344	205.35	Printed	010		DEL SOL MARKET (000125/1)
25281345	1,324.37	Printed	010		FRAZIER, DENNISE (001003/1)
25281346	323.25	Printed	010		GEORGES PIZZA (000177/1)
25281347	861.36	Printed	130		GOLD STAR FOODS, INC (001163/1)
25281348	298.82	Printed	010		HARRISON, PATRICA (000523/1)
25281349	378.18	Printed	010		HERRERA,SELENIA (000537/1)
25281350	157.11	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
25281351	30.00	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
25281352	55.00	Printed	010		ICOE (000210/1)
25281353	4,267.52	Printed	010		Imperial County Sheriff (000938/1)
25281354	309.31	Printed	010		INTERSTATE BATTERY SYSTEMS OF (000236/1)
25281355	508.02	Printed	010		JESSICA MANGE (001161/1)
25281356	251.06	Printed	010		JOHNSTON, MYKELL (000663/1)
25281357	2,492.25	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
25281358	1,540.00	Printed	010		MEDIC FIRST (000700/3)
25281359	677.32	Printed	010		Page, Marco (001029/1)
25281360	2,640.00	Printed	010		PINE VALLEY DANCE AND PLAY (001288/1)
25281361	2,491.25	Printed	010		Pixabytes Solutions, Inc (000884/1)

Register 000303 - 07/03/2024 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000303, Dated 07/03/2024 (continued)					
25281362	35,987.74	Printed	210		PYRO-COMM SYSTEMS, INC (001068/2)
25281363	174.71	Printed	010		QUILL CORP (000318/1)
25281364	1,782.25	Printed	010		QUILL CORP (000318/1)
25281365	29.99	Printed	010		QUILL CORP (000318/1)
25281366	142.86	Printed	010		QUILL CORP (000318/1)
25281367	57.99	Printed	010		QUILL CORP (000318/1)
25281368	316.24	Printed	010		R S D (000320/1)
25281369	169.98	Printed	010		RingCentral Inc (000930/2)
25281370	1,379.25	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25281371	207.78	Printed	010		SPARKLETTS WATERS (000370/1)
25281372	45.21	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25281373	258.19	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25281374	860.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
25281375	223.15	Printed	010		UNFIRST CORPORATION (000727/2)
25281376	4,819.20	Printed	010		VISION SERVICE PLAN (000424/1)
25281377	11,306.08	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)

113,539.68      Number of Items      51      Totals for Register 000303

Org Summary

Holtville Unified School District

Check #	25281327	through	25281377	Total Count	51	\$113,539.68
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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:** CLASSIFIED RESIGNATION  
**DATE:** JULY 8, 2024

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The Board is requested to accept the following Classified Resignation:

- |                 |                        |         |
|-----------------|------------------------|---------|
| 1. Diana Bernal | Paraprofessional (HMS) | 6/26/24 |
|-----------------|------------------------|---------|

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED RESIGNATION  
**DATE:** JULY 8, 2024

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The Board is requested to accept the following Certificated Resignations:

- |                        |               |         |
|------------------------|---------------|---------|
| 1) Liliana Veliz       | Teacher (HHS) | 6/6/24  |
| 2) Marisela Valenzuela | Teacher (HHS) | 6/26/24 |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** STIPENDS  
**DATE:** JULY 8, 2024

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The Board is requested to approve the following Stipends:

- 1) Alfredo Guzman \$1500 for SWP MS R5-PBL Project
- 2) Mayra Duarte \$2000 for K16-Summer Institute-CCGI, CTE, CCI
- 3) Monica Hernandez \$2000 for K16-Summer Institute-CCGI, CTE, CCI
- 4) Ruben Macias \$2000 K16-Summer Institute-CCGI, CTE, CCI
- 5) Fernanda Ledezma \$250 SWP-MS Round 4 - Counselor Leadership
- 6) Tiffany Terrill \$250 SWP-MS Round 4 - Counselor Leadership



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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED EMPLOYMENT  
**DATE:** JULY 8, 2024

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The Board is requested to approve the following Certificated Employment for the 2024/25 SY:

1. Karen Osuna                      Math Teacher (HHS)                      8/14/24

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

***GENERAL BUSINESS***

Agreement between the  
**IMPERIAL UNIFIED 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 Imperial Unified 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 30days 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 and 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, 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:  
Holtville Unified School District  
Attn: Celso Ruiz  
627 E. 6<sup>th</sup> St.  
Holtville, CA 92250

For DOS:  
Imperial Unified School District  
Attn: Bryan Thomason  
219 N. E St.  
Imperial, CA 92251

celso@husd.net

bthomason@imperialusd.org

**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 Unified School District

**DOS**

Imperial Unified School District

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

  
\_\_\_\_\_  
Bryan Thomason,  
Superintendent, or Designee

\_\_\_\_\_  
Date

6/27/24  
\_\_\_\_\_  
Date

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

***INFORMATION ITEMS***

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

***ACTION/DISCUSSION***





**Campbell Office**  
2155 So. Bascom Ave., Suite 250  
Campbell, CA 95008-3279

**Central Coast Office**  
380 Pacific Street  
San Luis Obispo, CA 93401

**Sacramento Office**  
641 Fulton Avenue, Suite 212  
Sacramento, CA 95825

E-mail: [mark@finneyarchitects.com](mailto:mark@finneyarchitects.com)  
Website:

[www.finneyarchitects.com](http://www.finneyarchitects.com)  
408.398.1450

**Amendment No. 1**

Date: June 27, 2024

Project Name: **Architectural and Engineering Fee Proposal  
Holtville High School New Gym and Kitchen**  
Project Number: #22077

**AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT**

That certain Owner/Architect Master Agreement by and between Holtville School District (Owner) and Finney Architects, Inc. (Architect), and all Amendments immediately following with respect to providing Architectural and Engineering Services for this project is hereby amended, modified, and revised as follows:

**Scope of Work:**

The Project requires the services of architectural design for ongoing services for the design and engineering changes and on-going oversight and management related to the Gymnasium complex at the Holtville High School Campus.

The requested fee totals an additional \$94,500 to be added to the original contract amount.

*Again, thank you for allowing us to provide a proposal for this project. We are enjoying working with you and your design team!*

Sincerely yours,  
Finney Architects, Inc.

Accepted:

\_\_\_\_\_  
Mark C. Finney, President  
Architect  
C-24673

\_\_\_\_\_  
Holtville School District

*Principal*  
Mark C. Finney

*Associate*  
Donald Barry

*Project Directors*  
Mike Bowers  
Linda Mao

*Project Architects*  
Jackie Barbé  
John Tischler  
Brendan Kelly

*Project Manager*  
Norma Jackson

*Senior Designer*  
Jocelyn Martinez

*Project Close-out Specialist*  
Michael Kaluzhinsky