



## HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

December 16, 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, December 16, 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	_____	_____
Luis Martinez, Student Rep	_____	_____

**2. MODIFICATIONS OF THE ORDER OF THE AGENDA, IF ANY.**

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

**3. ADMINISTER OATH OF OFFICE**

A) Oath of Office administered by Superintendent to re-elected Board Member Jared Garewal. Administer Oath of Office to newly elected Board Member Larry Iten.

**4. REORGANIZATION OF THE BOARD**

A) Nomination and Election of President of the Board.

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

B) Nomination and Election of Clerk of the Board.

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

**5. 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.

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
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AGENDA PAGE 2**

**6. CLOSED SESSION**

- A) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release
- B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association.
- C) Student Discipline Pursuant to California Education Code Section 48900 #8143635756

**7. REPORTABLE CLOSED SESSION ACTIONS:**

**8. RECOGNITIONS – Pine & Freedom Academy/Sam Webb**

**9. 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.

**10. 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: October 29 & November 18, 2024 Pgs. 6-14  
(Supplemental Information)

**B. FINANCE AND BUSINESS**

- 1) Warrant Orders week beginning 11/21/24 to week ending 12/12/24 Pgs. 16-24  
(Supplemental Information)

**C. PERSONNEL SERVICES**

- 1) Classified Employment Pg. 26
- 2) Classified Resignation Pg. 27
- 3) Classified Leave of Absence Pg. 28
- 4) Certificated Resignation Pg. 29

**D. GENERAL BUSINESS**

The Board is asked to approve the following items:

- 1) Border Region Talent Pipeline Collaborative Participation Agreement Pg. 31-38
- 2) Imperial County Community Benefit Program Grant Agreement in the amount of \$100,000 Pg. 39-49
- 3) MOU between ICOE and Instruction Professional Learning and Leadership Support Department & HUSD Pgs. 50-53
- 4) Revised 2024-25 HUSD School Calendar Fair Day change Pg. 54
- 5) MOU between ICOE & HUSD Regarding the Interdistrict Application Project Pgs. 55-62
- 6) Title 1 LEA-Level Parent & Family Engagement Policy Pgs. 63-68

**BOARD OF TRUSTEES**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING – December 16, 2024**  
**AGENDA PAGE 3**

**GENERAL BUSINESS continued**

- 7) *Webhosting, CMS & WCAG2 oversight services 5-year agreement between HUSD & Finalsite*  
Pgs. 69-73
- 8) *Copy machine lease and service 5- year agreement between HUSD & Konica Minolta*  
Pgs. 74-80

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

**11. INFORMATION ITEMS**

- A) *Construction update – Greg Cox*

**12. PUBLIC HEARING**

*To hear comments Regarding the Initial proposal from the Holtville Unified School District to the Holtville Teachers Association to Fully Resolve Limited Reopeners for 2024-2025 Pg. 83*

**13. ACTION/DISCUSSION ITEMS**

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

- A) *Adopt Initial Proposal from the Holtville Unified School District to the Holtville Teachers Association to Fully Resolve Limited Reopeners for 2024-2025*

*(Mr. Ruiz) Pg. 85*

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

- B) *Approve Holtville Middle School 2024-25 Parent and Family Engagement Policy/Plan*

*(Mr. Garcia) Pgs.86-92*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Preferential Student Vote - Aye: \_\_\_ Nay: \_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_\_ - \_\_\_\_\_

- C) *Approve Freedom Academy and Sam Webb 2024-25 Parent and Family Engagement Policy/Plan*

*(Mr. Drye) Pgs. 93-96*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Preferential Student Vote - Aye: \_\_\_ Nay: \_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_\_ - \_\_\_\_\_

- D) *Approve 2023-24 Annual and Five-Year Developer Fees Report*

*(Mr. Wells) Pgs. 97-103*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Preferential Student Vote - Aye: \_\_\_ Nay: \_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_\_ - \_\_\_\_\_

- E) *Approve 2024-25 First Interim Report*

*(Mr. Wells) \*\*\*\**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Preferential Student Vote - Aye: \_\_\_ Nay: \_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_\_ - \_\_\_\_\_

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – December 16, 2024  
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**14. FUTURE BOARD MEETING DATE**

*Tuesday, January 21, 2024 is the next Regular Board Meeting*

**15. ADJOURNMENT**

**16. CLOSED SESSION**

- A) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release*
- B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association.*
- C) Student Discipline Pursuant to California Education Code Section 48900 #8143635756*

**\*\*\*\* 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

***OATH of OFFICE***

## Oath of Office

I, (repeat your name), do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

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

***REORGANIZATION OF THE BOARD***



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

***CONSENT AGENDA***

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

***MINUTES***

**Holtville Unified School District  
Special Board Meeting  
Minutes – October 29, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Special Session on October 29, 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 10:04 a.m. by the Presiding Chairman.

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

**MEMBERS ABSENT:** None

**MODIFICATION OF THE AGENDA:** None

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

**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.** Nothing

**ACTION/DISCUSSION (Discussion only)**

School Site presentation on Goals and Objectives for school year 2024-2025

Ms. Villegas, Mrs. Stiff and Ms. Herrera began the PowerPoint presentation for Finley. The presentation included CAASPP data for Goal 1 of the LCAP which showed a result of a 2% increase that exceeded or met on the CAASPP. Goal 2 included the School Plan for Student Achievement. It focused on STAR scores for ELA and Math progressing towards grade level proficiency. TEAMS was also included in Goal 2 which exposes students to instructional strategies and activities that prepare them for college and career readiness. 90% of students, staff, and parents will indicate that they feel connected at school. Attendance will be monitored, and communication will continue using various modes to promote parent involvement. Goal 3 included school connectedness and safety which showed changes to the loading and unloading zones, discipline and attendance. Finley will increase or improve parent participation and yearly attendance as well as decrease chronic absenteeism and suspension rates. Finley attendance increased 95% and the suspension rate increased 1.78%.

Mr. Garcia and Mr. Avila presented a PowerPoint that also included CAASPP data for Goal 1 which showed 6.71% growth from last year. Goal 2 CAASPP showed the baseline was 10.8 points below standard on the 2023 CAASPP test for ELA and 53.2 points below standard on the test for Math, with a target of 8.8 for ELA and 51.2 for Math. Absenteeism, suspension and expulsion in Goal 3 results showed 94.88% for the 2023-24 SY with a suspension rate of 1.22 and 0% for expulsions. The HMS 2024-25 goals included strengthening the DUAL, MESA, AVID and Band programs. Continue to increase attendance rates providing incentives. Promoting college and career readiness. Effective ways to reduce behavioral problems. Competing in the IV Sports League and developing well rounded student athletes.

Mrs. Harrison presented her slides for Pine School. Goal 1 included English 3D and the Supplemental ELD Program. The plan is to implement this program in grades TK-3. Goal 2 included STEAM and reinstating weekly art lessons for each grade level. As well as increasing higher ed activities with more exposure to career opportunities for college and career readiness. SEL curriculum is in Goal 3 with a theme for the year that includes developing student leaders. CAASPP and CAST data were included in the presentation. 61.7% met or exceeded standards overall and 57.45% in math. The overall attendance was 95.55%.

Mr. Arevalo's presentation showed the 3 goals with plans for student achievement. The plan included increasing the A-G completion rates and the applications to four-year universities. To remain competitive across all sports. Increase the number of students leaving HHS with college credits and continue to build capacity of teachers to use research based EL services. Preparing teachers and increasing ELA, Math, Science CAASPP scores was included in Goal 1. Increasing A-G completers and students acquiring college credit was in Goal 2. Maintaining graduation rate and decreasing suspension chronic absenteeism rates was included in Goal 3.

Mr. Drye presented for both Sam Webb and Freedom Academy. Mr. Drye explained that Sam Webb should not be viewed as a consequence but rather an opportunity to transform students' lives and work toward success. Success at SW is measured by the number of students who either return to HHS or graduate from the program. Mr. Drye included three years of data for Sam Webb. Areas for continued improvement included increasing the number of students who return to HHS to graduate with a secondary goal of having students graduate from Sam Webb if unable to return to HHS. Continue providing social emotional counseling and support to students. The increase of exposure to trade schools and colleges.

Mr. Drye explained that since the pandemic there has been an increase in families seeking support for students with social-emotional needs. This year they have welcomed their highest number of students to Freedom Academy. The CAASPP results showed that 40.74% of students met or exceeded ELA and 14.29% for Math. The goals for the 2024-25 SY included individual student plans to better serve all students with particular attention to those requiring additional social-emotional support. Enhancing counseling support by extending the availability of the counselor for students and parents. Expanding tutoring access and improving parent involvement were also included in the goals. Increasing student population growth through a boost in advertising was included. They plan to increase banner distribution and expand the billboard campaign as well as participate in the IV Fair with a static display option that provides information without the need for continuous staffing.

Mr. Ruiz assisted Mrs. Aguirre in speaking briefly on the Special Ed program, since she was not present. The CIM plan for improvement included two strategies. #1 to provide SWD's with evidence-based instruction and support in ELA and Math to enable access to the general ed curriculum in order to meet grade level standards on the statewide assessments as well as the proper support for the CAASPP. #2 District-wide behavioral management strategies that will focus on reducing suspension rates among our SWDs while integrating positive behavioral interventions and support to foster student engagement and improve at-risk students.

Ms. Lopez presented slides on the attendance for the District with totals for the last five years. 94.92% for the most recent year 2023-24. She explained that each school site has an attendance

plan that includes things such as: monthly trophies for classes; pizza parties; recognition at monthly assemblies; and other incentives for good attendance. Interventions and support are available at each school with individual counseling, student study teams, student attendance review teams, and the District resource officer.

Ms. Chabolla presented her slides on the Food Service Dept. She presented four goals that included increasing food quality, flavor and appeal by using raw food items instead of frozen. Use more fresh spices and introduce organic food items. The second goal is to increase food nutrition and the variety of meal recipes by offering breakfast with lower sugar content, new lunch entrees with roasted veggies and a variety of salads. Goal 3 is to expand the meals at Finley offering supper and meals for after school programs. Goal 4 is to expand staff and training.

Ms. Salazar presented her goals for the transportation department. The primary goal being to provide safe, reliable and efficient transportation for students to and from school and related activities. The first goal is making safety a priority in maintaining quality transportation buses and vehicles. Goal 2 is to keep communication with school principals, staff and parents to maintain discipline for the student's benefits. Goal 3 is to use transportation services for all students' services including SpEd and homeless students. Goal 4 is to provide courteous service to students and Goal 5 to optimize bus routes to improve bus safety.

Mr. Mata presented his goals for the maintenance department. Goal 1 is to maintain all school facilities in good working condition by being more proactive in identifying problems and inspection of machines for future issues. Goal 2 is to maintain all grounds in satisfactory condition by completing projects more efficiently and prioritizing work orders. Goal 3 is to maintain open communication with all maintenance staff, school admin and supervisors. He explained that by building team capacity with more training it will help in making better decisions and complete tasks more efficiently. He will set expectations with staff and encourage all employees to take ownership of their work and areas.

#### **FUTURE BOARD MEETING DATE**

Regular Board Meeting: Monday, November 18, 2024

#### **CLOSED SESSION**

- A) Conference with Labor Negotiators Celso Ruiz and John Paul Wells pursuant to Government Code section 54957.6; Employee Organization: Holtville Teachers Association
- B) Superintendent's Evaluation – Government Code Section 54957

**Holtville Unified School District  
Special Board Meeting  
Minutes – October 29, 2024**

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**REPORT OF CLOSED SESSION In: 12:50 p.m. Out: 1:55 p.m.**  
Nothing to report.

**ADJOURNMENT**

The meeting adjourned at 1:55 p.m.

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

**Holtville Unified School District  
Regular Board Meeting  
Minutes – November 18, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on November 18, 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 5:01 p.m. by the Presiding Chairman.

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

**MEMBERS ABSENT:** Matt Hester, Member; Kevin Grizzle arrived late; Julie Duarte had to leave after closed session

**MODIFICATION OF THE AGENDA:** Moved by Trustee Abatti, Seconded by Trustee Duarte to approve the Reorganization of the Board to be held at the December 16<sup>th</sup> board meeting and cancel the December 9<sup>th</sup> meeting making December 16<sup>th</sup> a regular meeting. Approved by unanimous votes, Ayes: 3, Nays: 0. Vote: 3-0.

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

**CLOSED SESSION**

Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release  
Student Discipline Pursuant to California education Code Section 48900 #501483  
Conference with Labor Negotiators Celso Ruiz and John Paul Wells pursuant to Government Code section 54957.6 Employee Organization: Holtville Teachers Association

**REPORT OF CLOSED SESSION In:** 5:04 p.m. **Out:** 6:16 p.m.

The Governing Board in close session by unanimous vote took action to expel the following student #501483 from Holtville Unified School District Pursuant Educational Code section 48900.

The Governing Board voted unanimously in closed session to terminate the classified probationary employment of employee #175090, November 22, 2024.

**ADMINISTER OATH OF OFFICE**

Oath of Office administered by Ann Garcia to new Student Board Member Luis Martinez.

**RECOGNITIONS**

HHS Stand Out Students  
Luis Martinez – Senior  
Asael Miranda – Junior  
Maribel Sandoval – Senior  
Melany Estrada - Junior

**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.**

Andres Fregoso – HHS student, asked if there can be fresh breakfast foods instead of packaged.  
Valeria Ibarra – HHS student, thanked HHS teachers for their support and help after school, especially Mr. Moedano.

Fernando Rivera – HHS Senior, asked if the heater in the wrestling room could be fixed.

Francisco Plascencia – it is important to give feedback to the Board to make changes.

Ashley Molina – asked for better after school snacks for students that stay after school for tutoring.

**COMMUNICATIONS FROM THE SCHOOL DISTRICT**

HTA – nothing to report

CSEA – nothing to report

Grizzle – congratulations to the HHS Football team for a great season.

Abatti – congratulations to Mr. Ruiz for being inducted into the Green & Gold Hall of Fame; congratulations to the HHS football team; and thank you to the HUSD staff for a productive meeting about goals & objectives.

Garewal – congratulations to the HHS football team especially for being put in a more difficult bracket.

Luis Martinez – HHS volleyball, golf, girls’ tennis, girls flag football and boys football sports have finished their season. Homecoming was November 2. There was a blood drive today at HHS. Looking forward to the Thanksgiving break.

Wells – congratulated Luis Martinez as the new Board Student Rep. he gave a quick update on the monthly business brief which shows \$1.335 billion in the County of Imperial Treasurer’s Office Polled Investment report as of 10/31/24. A monthly effective rate of return of 3.67%, and a fiscal YTD effective rate of return of 3.66%.

Ruiz – congratulated Luis Martinez as the new student board member and congratulated the teachers at the Green & Gold Hall of Fame induction.

**CONSENT AGENDA**

**GENERAL FUNCTIONS**

Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: MINUTES – Adoption of Minutes: October 21, 2024. FINANCE AND BUSINESS – Warrant orders week beginning 10/24/24 to week ending 11/14/24. PERSONNEL SERVICES – Classified leave of Absence of Norma Contreras, Cafeteria Worker, 10/24/24-12/2/24. Classified Resignation of Karla Villasenor, SpEd Paraprofessional, 11/4/24; Gisela Castro, Bus Driver/Custodian, 11/20/24. Classified Employment of Karla Garcia Varela, Yard Aide (Finley); Diego Briseno, SpEd Paraprofessional (HHS); Gabriel Navarro, School Proctor (HHS); Joshua Granados, Schol Proctor 9HMS); Ariana Benitez, Secretary (FA/SW). Certificated Employment of Angelina Reyes-Lopez, SpEd Teacher (HHS). Coaching Employment of Carl Johnston, Head Boys Wrestling; Tirso Lara, Assistant Boys Wrestling;



Donovan Johnston, Assistant Boys Wrestling; Tirso Lara Jr., Assistant Boys Wrestling; Ralph Garcia, Volunteer Assistant Boys Wrestling; Michael Toten, Volunteer Assistant Boys Wrestling; Jose Navarro, Head Girls Wrestling; Joey Navarro Jr. Assistant Girls Wrestling; Daniel Jauregui, Assistant Girls Wrestling; Matthew Leimgruber, Volunteer Assistant Girls Wrestling; Ilario Castro, Volunteer Assistant Girls Wrestling; Marely Garcia, Head Girls Basketball; Valerie Mendoza, Assistant Girls Basketball; Joshua Granados, Assistant Girls Basketball; Antonio Ramos, Head Boys Basketball; Aurelio Avila, Volunteer Assistant Boys Basketball; Brody Garcia, Assistant Boys Basketball; Timothy Deleon, Assistant Boys Basketball; Zachary Soto, Volunteer Assistant Boys Basketball; Crystal Arias, Head Girls Soccer; Chareni Carrillo, Assistant Girls Soccer; Jose Aguirre, Volunteer Assistant Girls Soccer; Jose Arroyo, Assistant Girls Soccer; Oscar Gonzalez, Head Boys Soccer; Isaac Burgos, Assistant Boys Soccer; Bryant Ruiz, Assistant Boys Soccer; Andres Velez, Volunteer Assistant Boys Soccer; Elias Murillo, Volunteer Assistant Boys Soccer. Classified Management/Confidential Employment of Nicolas Ruiz, Digital Media & Graphics Designer; Nadia Pizano, Migrant Program Coordinator. GENERAL BUSINESS – TK Student early entrance into Kindergarten for school year 2024-25. Overnight/Out of State for FFA to Arizona National Livestock Show 12/30/24-1/1/25. Updated ELOG Plan with Actual Expenditures. Attorney-Client Retainer Agreement between HUSD & Law offices of Arthur M. Palkowitz. Revised Imperial County Agricultural Benefit Program Grant application. Grant Award Notification for 2024-25 Agricultural Career Technical Education Incentive Grant in the amount of \$33,690.14. Overnight/Out of State trips for Winter Sports. 2024-25 HHS Winter Sports Schedules. All approved by unanimous votes, Ayes: 3, Nays: 0. Vote: 3-0.

### **INFORMATION ITEMS**

Greg Cox gave a construction update. The fire alarm is complete at Finley, they started at HHS. The HMS lighting was delivered today, drilling will begin Wednesday and installation in the middle of December. HHS gym plans came back from DSA and there are a few corrections that need to be made but they should be approved in December.

Mr. Velazquez presented a PowerPoint on the CAASPP-EPAC test results. The subjects are English Language Arts/Literacy (ELA), Math, Science and Spanish Reading/Language Arts. The overall scores range from Level 1, Standard Not Met; Level 2, Standard Nearly Met; Level 3, Standard Met; Level 4, Standard Exceeded. The test results showed that 48.56% met or exceeded in ELA; 34.66% met or exceeded in Math; 23.36% met or exceeded in Science; 19.22% proficient in ELPAC. He also presented results by site. There was an overall decrease in ELA, Math, Science and ELPAC. Pine, HMS, and HHS showed an increase in areas. In general, proficiency rate of ELs is approximately half of proficiency rate of all students. For most subjects HUSD is higher or comparable to Imperial County and California. ELA, Math and ELPAC scores are similar to Imperial Unified and Science is similar to Calipatria.

Mr. Velazquez also presented a PowerPoint on the CA School Dashboard update. The dashboard shows measures of school success by State measures and Local measures, with three ratings, Met, Not Met & Not Met for Two or More Years. Long Term English Learners (LTEL) is a new student group for all State indicators. The Science indicator is on the Dashboard for information

only, but accountability will begin with 2025 Dashboard. The local indicators include Basics: Teachers, Instructional Materials, Facilities; Standard Met: Implementation of Academic Standards; Standard Met: Parents and family Engagement; Standard Met: Local Climate Survey; Standard Met: Access to a Broad Course of Study; Standard Met. A chart was presented that showed the results by school site. HHS ELPI indicator went from red in 2023 to green in 2024. Pine School had all green indicators. College/Career indicators were all green. There were no new red indicators overall at the district level. LTELs (new student group) had two red indicators in ELA & Math. There was an increase in blue indicators that showed two in 2023 to four in 2024.

Mrs. Aguirre presented a PowerPoint on the Special Ed Department. She presented the office staff in the SpEd Department that includes, Estela Estrada as the SpEd secretary; Jazmin Ambrocio and Edward Velazquez as the School Psychologists. Kaylin Mamer and Denisse Frazier as the Speech Therapists and Irma Marquez as the Speech & Language Pathology Assistant (SLPA). The teaching staff include 2.5 Special Ed teachers at Finley; 1 teacher at Pine; 1.5 teacher at HMS; and 3 teachers at HHS. The SpEd enrollment is 183 students. Some of the services provided are Speech & Language; Specialized Academic Instruction; Behavior & Social/Emotional Supports; Assistive Technology; Occupational Therapy; Hard of Hearing services; Visually Impaired services & Adapted PE services. There is a Community Advisory Committee that gives families an opportunity to share information and to support each other. There is also a new group, Circle of Friends, that helps promote inclusion for all students with disabilities and those living with adversity.

### **ACTION/DISCUSSION ITEMS**

Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve Holtville High School 2024-25 Parent and Family Engagement Policy/Plan. Mr. Arevalo explained that every year the plan is developed jointly with parent and family members, it is submitted to the HHS School Site Council for review and approval and then approved by the Board. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve Pine School 2024-25 Parent and Family Engagement Policy/Plan. Mrs. Harrison explained that the plan is developed by requests from School Site Council as well as ELA Committee and Parent Organizational meetings. It is then available on the website and distributed via students or at parent involved activities throughout the year. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the Reorganization of the Board to be held at the December 16<sup>th</sup> Regular Board Meeting. The Board voted to cancel the board meeting scheduled for December 9 and make December 16 a Regular Board meeting. Passed by unanimous votes Ayes: 3 Nays: 0.

**Holtville Unified School District  
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**FUTURE BOARD MEETING DATE**

Regular Board Meeting: Monday, December 16, 2024

**ADJOURNMENT**

The meeting was adjourned at 7:11 p.m.

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

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

***WARRANTS***

Register 000323 - 11/21/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000323, Dated 11/21/2024

25299750	2,129.16	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25299751	750.00	Printed	010		AMPLIFY EDUCATION (000781/2)
25299752	64.64	Printed	010		AUTO ZONE (000049/1)
25299753	25.00	Printed	010		Baja Desert Tire Co (000052/2)
25299754	2,220.02	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
25299755	377.14	Printed	130		Brady Industries of California (001176/1)
25299756	114.71	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25299757	6,508.62	Printed	010		CARDMEMBER SERVICES (000322/2)
25299758	2,000.00	Printed	010		CITYSPAN TECHNOLOGIES (000103/2)
25299759	399.21	Printed	010		Cronkright, Carson (000916/3)
25299760	814.62	Printed	010		D LUPITAS RESTAURANT (000119/1)
25299761	216.99	Printed	010		DEL SOL MARKET (000125/1)
25299762	100.20	Printed	010		DELL MARKETING LP (000126/1)
25299763	128.00	Printed	010		Department of Justice Accounting Office (000130/1)
25299764	1,629.16	Printed	130		DOMINOS PIZZA (000142/2)
25299765	617.03	Printed	010		DRISCOLL'S (001065/1)
25299766	108.00	Printed	010		DUARTE, MAYRA (000518/2)
25299767	263.27	Printed	130		FBC OF HENDERSON LLC (000154/3)
25299768	531.68	Printed	010		GAS COMPANY (000172/1)
25299769	512.88	Printed	010		GEORGES PIZZA (000177/1)
25299770	5,716.88	Printed	130		GOLD STAR FOODS, INC (001163/1)
25299771	353.22	Printed	010		HERNANDEZ, MONICA (001020/1)
25299772	938.90	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
25299773	1,005.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
25299774	45,639.72	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
25299775	394.00	Printed	010		INKWEAR (001330/1)
25299776	3,600.00	Printed	010		IRON ORNAMENTAL WORKS (001000/2)
25299777	211,454.39	Printed	010		MODEL 1 COMMERCIAL VEHICLES (001254/2)
25299778	337.98	Printed	010		MOEDANO, ROBERTO (000568/2)
25299779	10,900.00	Printed	010		PREMIER ELECTRICAL SOLUTIONS (001278/1)
25299780	208.25	Printed	010		ROMANS WATER (000331/1)
25299781	727.01	Printed	010		ROSAS, SUJHEY (001303/1)
25299782	108.00	Printed	010		RUBEN MACIAS (001255/1)
25299783	7,274.15	Printed	010		SBM GRAPHICS (001328/2)
25299784	416.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/21/2024, 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 000323 - 11/21/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000323, Dated 11/21/2024 (continued)

25299785	3,307.27	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25299786	166.52	Printed	130		SMART and FINAL (000362/1)
25299787	7.03	Printed	130		SMART and FINAL (000362/1)
25299788	87.63	Printed	130		SMART and FINAL (000362/1)
25299789	91.87	Printed	130		SMART and FINAL (000362/1)
25299790	122.87	Printed	130		SMART and FINAL (000362/1)
25299791	237.78	Printed	010		SPARKLETTS WATERS (000370/1)
25299792	284.26	Printed	010		STIFF, LOVETTE (000590/1)
25299793	492.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299794	1,337.73	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299795	38.08	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299796	205.31	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299797	1,418.31	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299798	1,107.33	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299799	509.11	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299800	272.69	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299801	841.61	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25299802	134.35	Printed	010		T-Mobile USA, Inc. (001153/1)
25299803	315.47	Printed	010		UNFIRST CORPORATION (000727/2)
25299804	457.04	Printed	010		VILLEGAS, BRENDA (000596/1)

320,018.81

Number of Items

55 Totals for Register 000323

Org Summary

Holtville Unified School District

Check #	25299750	through	25299804	Total Count	55	\$320,018.81
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Register 000324 - 12/05/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000324, Dated 12/05/2024

25301665	3,195.53	Printed	010		A T & T (000008/2)
25301666	11,295.00	Printed	010		A-6 Supply (001056/1)
25301667	4,188.73	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25301668	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25301669	565.69	Printed	110		BDJTech (000925/3)
25301670	32.93	Printed	130		Brady Industries of California (001176/1)
25301671	735.01	Printed	010		CALIBER SCREENING (000075/1)
25301672	1,408.00	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
25301673	71.72	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25301674	1,614.17	Printed	010		COX.LINDSAY (000522/1)
25301675	349.81	Printed	010		Cronkright, Carson (000916/3)
25301676	538.32	Printed	010		D LUPITAS RESTAURANT (000119/1)
25301677	877.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
25301678	39.79	Printed	130		DEL SOL MARKET (000125/1)
25301679	67.32	Printed	010		EAN SERVICES, LLC (000688/3)
25301680	3,949.49	Printed	010		ENTERPRISE FM TRUST (000767/1)
25301681	17,292.14	Printed	010		ESR Construction (000864/1)
25301682	10,943.02	Printed	010		ESR Construction (000864/1)
25301683	47.38	Printed	010		FEDERAL EXPRESS CORP (000155/1)
25301684	822.79	Printed	010		FERGUSON ENTERPRISES INC (000156/2)
25301685	670.25	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
25301686	64.65	Printed	010		GEORGES PIZZA (000177/1)
25301687	1,655.88	Printed	130		GOLD STAR FOODS, INC (001163/1)
25301688	11.76	Printed	010		GONZALES, HECTOR (000780/2)
25301689	287.47	Printed	010		HARRISON, PATRICA (000523/1)
25301690	650.00	Printed	010		HHS GREEN AND GOLD HALL OF FAME (000196/1)
25301691	1,163.32	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
25301692	1,780.01	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
25301693	66,070.00	Printed	010		ICOE (000210/1)
25301694	13,809.60	Printed	010		Imperial County Sheriff (000938/1)
25301695	1,045.58	Printed	010		JV AIR CONDITIONING (001310/1)
25301696	3,579.80	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/3)
25301697	6,000.00	Printed	010		LANDMARK CONSULTANTS, INC (000717/1)
25301698	4,560.00	Printed	010		Law Offices Arthur Palkowitz (001116/1)
25301699	125,636.50	Printed	010		MUSCO SPORTS LIGHTING, LLC (000746/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/05/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)



Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000324, Dated 12/05/2024 (continued)					
25301700	522.09	Printed	010		Music & Arts (000489/2)
25301701	195.95	Printed	010		ORTIZ,XOCHITL (000528/1)
25301702	270.16	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/3)
25301703	3,396.90	Printed	010		PRACTI CAL INC (000312/1)
25301704	8,360.00	Printed	210		PRECISION INSPECTIONS INC (001147/1)
25301705	78.18	Printed	010		QUILL CORP (000318/1)
25301706	18.85	Printed	010		QUILL CORP (000318/1)
25301707	96.38	Printed	010		QUILL CORP (000318/1)
25301708	28.00	Printed	010		QUILL CORP (000318/1)
25301709	16.20	Printed	010		RAMIREZ, RAQUEL (000779/1)
25301710	289.41	Printed	010		RIGOBERTO PONCE (001249/1)
25301711	101.55	Printed	010		ROMANS WATER (000331/1)
25301712	908.71	Printed	010		ROSAS, SUJHEY (001303/1)
25301713	5,356.68	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25301714	745.88	Printed	010		SPARKLETTS WATERS (000370/1)
25301715	842.16	Printed	010		SUNBELT RENTALS (000379/1)
25301716	63.25	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301717	396.32	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301718	1,312.54	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301719	394.71	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301720	301.26	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301721	767.93	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301722	830.58	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301723	659.54	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25301724	552.04	Printed	010		UNFIRST CORPORATION (000727/2)
25301725	1,013.80	Printed	010		US AWARDS (000412/1)
25301726	56.43	Printed	010		Velazquez, Gerardo (000795/1)
25301727	2,888.44	Printed	010		Verizon Wireless Services LLC (000422/1)
25301728	4,969.80	Printed	010		VISION SERVICE PLAN (000424/1)
25301729	11,367.78	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
25301730	17,660.24	Printed	010		WHITE CAP, LP (001329/2)
25301731	27.87	Printed	010		ZOOM VIDEO COMMUNICATIONS, INC (000912/3)

350,333.79

Number of Items

67 Totals for Register 000324

Org Summary

Holtville Unified School District

Check # 25301665 through 25301731 Total Count 67 \$350,333.79

Register 000325 12/12/2024 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000325, Dated 12/12/2024

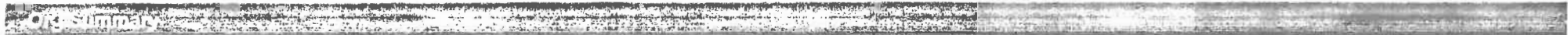
25302595	142.56	Printed	010		A T & T (000008/2)
25302596	2,757.34	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25302597	60.00	Printed	010		ANTUNEZ AUTO BODY PARTS (000033/1)
25302598	222.93	Printed	010		AVILA, DAVID (000510/1)
25302599	157.13	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
25302600	446.90	Printed	130		Brady Industries of California (001176/1)
25302601	1,177.76	Printed	010		CALIBER SCREENING (000075/1)
25302602	8.18	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25302603	1,213.29	Printed	010		CARDMEMBER SERVICES (000322/2)
25302604	4,571.90	Printed	010		CITY OF HOLTVILLE (000102/1)
25302605	602.30	Printed	010		COSTCO (000110/1)
25302606	416.23	Printed	010		Cronkright, Carson (000916/3)
25302607	13,212.50	Printed	010		CURRIER and HUDSON (000117/2)
25302608	170.09	Printed	010		D LUPITAS RESTAURANT (000119/1)
25302609	1,852.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
25302610	1,758.26	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
25302611	232.26	Printed	130		DEL SOL MARKET (000125/1)
25302612	60,535.80	Printed	010		ESR Construction (000864/1)
25302613	247,498.75	Printed	210		ESR Construction (000864/1)
25302614	336,870.00	Printed	210		ESR Construction (000864/1)
25302615	370.00	Printed	010		EWELL EDUCATIONAL SERVICES (001186/1)
25302616	71.75	Printed	130		FBC OF HENDERSON LLC (000154/3)
25302617	8,748.00	Printed	300		FINNEY ARCHITECTS, INC (001156/1)
25302618	178.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
25302619	311.85	Printed	010		GEORGES PIZZA (000177/1)
25302620	3,279.54	Printed	130		GOLD STAR FOODS, INC (001163/1)
25302621	1,977.92	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
25302622	1,552.01	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
25302623	2,885.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
25302624	277.50	Printed	010		Jack Schreder & Associates (000824/2)
25302625	2,318.59	Printed	010		JOHNSTON, CARL J (000533/1)
25302626	2,404.93	Printed	010		JV AIR CONDITIONING (001310/1)
25302627	1,214.56	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
25302628	249.49	Printed	010		LEHMAN, SHANNON (000544/1)
25302629	1,903.60	Printed	010		MEDIC FIRST (000700/4)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/12/2024, 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 000325 - 12/12/2024 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000325, Dated 12/12/2024 (continued)					
25302630	1,460.00	Printed	010		NV5 WEST, INC (001315/1)
25302631	246.25	Printed	010		PHILLIPS, MARIA (000561/1)
25302632	44,888.20	Printed	010		RingCentral Inc (000930/2)
25302633	140.00	Printed	010		ROTO ROOTER SEWER (000332/1)
25302634	170.00	Printed	010		SCCCD FOUNDATION MEMO: FCC WELDING (001331/2)
25302635	1,932.87	Printed	010		SERVERMONKEY.COM LLC (000964/1)
25302636	8,728.14	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25302637	472.21	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25302638	2,165.68	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25302639	1,195.51	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25302640	449.17	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25302641	1,678.96	Printed	010		Tommys Screen Printing (000395/1)
25302642	269.75	Printed	010		UNFIRST CORPORATION (000727/2)
25302643	185,578.81	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
25302644	159.00	Printed	010		VILLAPUADA, JOSE (000624/2)
25302645	69.03	Printed	010		WOLFE, EMILY (000592/2)

951,253.00      Number of Items      51      Totals for Register 000325



<b>Holtville Unified School District</b>				
Check #	25302595	through	25302645	Total Count
				51
				\$951,253.00

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

***PERSONNEL***

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED EMPLOYMENT  
**DATE:** DECEMBER 16, 2024

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

- |                           |                           |          |
|---------------------------|---------------------------|----------|
| 1. Jazmin Escamilla       | Cafeteria Sub             | District |
| 2. Karinna Rosales torres | Cafeteria Sub             | District |
| 3. Marina Mendez          | Transportation Van Driver | District |
| 4. Suzanne Gonzalez       | SpEd Paraprofessional     | HHS      |
| 5. Diana Bernal           | SpEd Paraprofessional     | HMS      |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED RESIGNATIONS  
**DATE:** DECEMBER 16, 2024

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The Board is requested to accept the following Classified Resignation:

- |                    |                  |         |
|--------------------|------------------|---------|
| 1. Marina Mendez   | Cafeteria Worker | 12/2/24 |
| 2. Abril Castaneda | Paraprofessional | 1/13/25 |



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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED LEAVE OF ABSENCE  
**DATE:** DECEMBER 16, 2024

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

1) Estela Estrada	SpEd Secretary	12/3/24 – 12/20/24
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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED RESIGNATION  
**DATE:** DECEMBER 16, 2024

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The Board is requested to accept the following Certificated Resignation:

1) Yurii Camacho	Teacher (Finley)	12/31/24
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**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***GENERAL BUSINESS***

**BORDER REGION TALENT PIPELINE COLLABORATIVE  
PARTICIPATION AGREEMENT**

This Border Region Talent Pipeline Collaborative Participation Agreement (hereinafter referred to as "Agreement"), dated August 14, 2024, is entered into between the Foundation for Grossmont and Cuyamaca Colleges (hereinafter referred to as "Fiscal Agent") and Holtville Unified School District (hereinafter referred to as "Subawardee"), collectively referred to as "Parties" and individually as "Party."

**Award Summary**

Subawardee: Holtville Unified School District  
Work Plan: Plan and Budget Application 2024-25  
Amount: \$60,000

**RECITALS**

WHEREAS, the Grossmont-Cuyamaca Community College District (hereinafter referred to as "District") has been awarded a Regional K-16 Education Collaborative Grant from the California Department of General Services, Office of Public School Construction (hereinafter referred to as "Granting Agency") relating to the Border Region Talent Pipeline Collaborative (hereinafter referred to as "K-16 Collaborative") and has designated the Foundation for Grossmont and Cuyamaca Colleges as Fiscal Agent for the K-16 Collaborative and is responsible for contracting and distributing funds to each Subawardee within the region, following certification by the region's K-16 Collaborative.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Department of General Services, Office of Public School Construction in partnership with the Foundation for California Community Colleges as a third-party administrator, for The Border Region Talent Pipeline Collaborative to strengthen education-to-workforce pathways from high school to postsecondary education in the region.

WHEREAS, the Subawardee is entering into this agreement to set the terms and conditions for their agency's award of the Border Region Talent Pipeline Collaborative and to be accountable for all deliverables identified in the Subawardee's application (hereinafter referred to as "Exhibit A: Work Plan & Budget Application, Scope of Work").

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

**1. AWARD AMOUNT**

The total amount for this Agreement is \$60,000, and payment to Subawardee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region's K-16 Collaborative defined in Exhibit A: Work Plan & Budget Application, Scope of Work.

Subawardee certifies to the K-16 Collaborative that grant funds received shall be used solely to support the program or programs for which the grant is awarded.

Funding for this project is provided by the Granting Agency. The Fiscal Agent's obligation to pay the Subawardee is conditioned upon receipt of funding from the Granting Agency and upon the Subawardee's compliance with the terms and conditions of this Agreement.

The Fiscal Agent shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce the funding and service levels proportionately upon thirty (30) days written notice to the Subawardee in the event the funding ceases or is reduced prior to the ordinary expiration of the period of performance. The termination shall be in accordance with Section 9 of this Agreement.

**2. PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall commence on July 1, 2024, and shall expire on June 30, 2025, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

**3. MODIFICATIONS**

The Subawardee may request modifications to the work to be performed. All such requests must be submitted in writing to the K-16 Collaborative before the modification is made. The K-16 Collaborative may require that an Amendment be processed if the K-16 Collaborative determines that a change would materially affect the project outcomes, the terms of this Agreement, or the terms included in the K-16 Collaborative Work Plan and Budget Instructions.

Subawardee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the K-16 Collaborative so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Subawardee may add or delete budget categories subject to the prior approval of the K-16 Collaborative.

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or the outcome of the Agreement is materially affected. The process for requesting and approving amendments is determined by the K-16 Collaborative. Budget changes or amendments are subject to applicable program limitations and require approval of the K-16 Collaborative. No extensions to the performance period will be granted.

The Border Region Talent Pipeline Collaborative process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments must be submitted in writing to the K-16 Collaborative.

**4. INVOICING AND PAYMENT**

Subawardee will prepare and submit invoices in accordance with the schedule detailed below:

Invoice Terms	Responsible Party
Performance Period: July 1, 2024 through September 30, 2024	Subawardee submits an invoice and general ledger of expenditures. Due no later than October 24, 2024.
Performance Period: October 1, 2024 through December 31, 2024	Subawardee submits an invoice and general ledger of expenditures. Due no later than January 24, 2025.
Performance Period: January 1, 2025 through March 31, 2025	Subawardee submits an invoice and general ledger of expenditures. Due no later than April 24, 2025.
Performance Period: April 1, 2025 through June 30, 2025	Subawardee submits an invoice and general ledger of expenditures. Due no later than July 24, 2025.

Payment(s) will be made, upon receipt of an invoice, supporting financial documents, and after review and approval of the progress/quarterly reports.

**5. REPORTING**

K-16 Collaborative funding is project-based with project submissions and reporting expenditures in the K-16 Collaborative reporting system. The Subawardee agrees to adhere to the reporting frequency in accordance with the schedule detailed below:

Report Type	Reporting Schedule	
	Performance Period	Due to the K-16 Collaborative
Narrative Report	07/01/24-09/30/24	10/24/24
Expenditure Report	07/01/24-12/31/24	01/24/25
Narrative Report	10/01/24-12/31/24	01/24/25
Student Enrollment Data Report		01/24/25
Narrative Report	01/01/25-03/31/25	04/24/25
Expenditure Report	01/01/25-06/30/25	07/24/25
Narrative Report	04/01/25-06/30/25	07/24/25
Student Completion Data Report		07/24/25

Subawardee will be provided 30 days' notice of report due dates and any changes to the reporting schedule.

- A. Subawardee shall submit quarterly narrative progress reports using the K-16 Collaborative narrative report template attached hereto as Exhibit B: Narrative Report Template and incorporated herein by reference.
- B. Subawardee shall submit biannual expenditure reports using the K-16 Collaborative expenditure report system incorporated herein by reference.
- C. Subawardee shall prepare and submit outcomes data as required by the K-16 Collaborative. As a condition of participation in this grant opportunity, the Subawardee agrees to provide aggregated student data to Grossmont-Cuyamaca Community College District and the Office of Public School Construction (which administers the K16 funding) regarding their District's use of CaliforniaColleges.edu. This data will be provided on behalf of Subawardee by the Foundation for California Community Colleges, on behalf of California College Guidance Initiative, the operator of CaliforniaColleges.edu. Failure to provide this data may result in termination of the Agreement.

## 6. SUBGRANTING AND SUBCONTRACTING

The Subawardee is to be fully responsible to the Fiscal Agent for the acts and omissions of its subgrantees, subcontractors, and persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subawardee. Subawardee's obligation to pay its Subawardees and subcontractors is independent of the obligation of the Fiscal Agent to make payment to the Subawardee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

The Subawardee shall immediately notify the Fiscal Agent to obtain all approvals for changes or additions to Subawardees not specifically named in Exhibit A: Work Plan & Budget Application, Scope of Work.

## 7. RECORDS AND AUDITS

- A. Parties must maintain records regarding the use of program funds, and progress made towards objectives and/or performance under the applicable K-16 Collaborative Application (Exhibit A: Work Plan & Budget Application, Scope of Work).
- B. Parties agree that the Fiscal Agent, the Granting Agency, the Foundation for California Community Colleges, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subawardee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved unless a longer period of records retention is stipulated. Subawardee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subawardee agrees to include a similar right of the Fiscal Agent, the Granting Agency, the Foundation for California Community Colleges, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.
- C. Records relating to this Agreement are subject to the Public Records Act. If any Public Records Act requests are made to the Granting Agency concerning this Agreement, the Subawardee shall supply pertinent records, including emails, in its possession that are not privileged or otherwise exempted that are relevant to the Public Records Act response to the Fiscal Agent.

## 8. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and delivered personally; sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. A Party to this Agreement may also give notice to the other Party by sending an email and receiving explicit acknowledgment of its receipt from the other Party. Such notice shall be effective when

received, as indicated by courier or post office. Each Party has the responsibility of keeping notice contact information accurate and current.

**For Fiscal Agent:**

Name: Foundation for Grossmont and Cuyamaca Colleges  
Address: 8800 Grossmont College Drive  
El Cajon, CA 92020

Attention Name: Sally Cox, CEO  
E-mail: sally.cox@gcccd.edu  
Telephone: (619) 644-7684

*With a copy to:*

Attention Name: Mayra Chavez-Franco, Project Coordinator  
E-mail: mayra.chavez@gcccd.edu  
Telephone: (619) 781-6622

**For Subawardee:**

Name: Holtville Unified School District  
Address: 621 East 6th Street  
Holtville, CA 92250

*For project/program-related matters:*

Attention Name: Anthony Arevalo, Principal  
E-mail: aarevalo@husd.net

*For fiscal-related matters:*

Attention Name: Diana Perez Estrada, Accounting/HR Supervisor  
E-mail: destrada@husd.net

*For data-related matters:*

Attention Name: Eric Velazquez, Director of Projects  
E-mail: evelazquez@husd.net

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

**9. TERMINATION**

- A. Without Cause. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to the other Party or Parties before the requested termination date. Termination of this Agreement, however, will not invalidate commitments or obligations entered into before the date of termination that cannot be canceled.
- B. With Cause. Each Party may terminate this Agreement upon any other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the breaching party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties.
- C. If the Granting Agency terminates the Grant in whole or in part for any reason, the Fiscal Agent may terminate this Agreement to the same extent, effective upon written notice. The conditions of termination, including allowability

of close-down costs and costs for pre-existing obligations, shall be the same as the conditions imposed upon the Fiscal Agent by the Granting Agency.

- D. All Parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Fiscal Agent shall pay Subawardee for all satisfactory services rendered and expenses incurred before such termination which could not by reasonable efforts of Subawardee have been avoided.
- E. Notice of termination shall be sent in accordance with the Notices section of this Agreement. Upon receipt or issue by Subawardee of a written termination notice, Subawardee shall cancel all outstanding obligations under this Agreement. Work shall stop, and the Subawardee shall not incur new obligations after the effective date of the termination.

## 10. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subawardee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Subawardee a written request to appeal said decision. Pending the final decision of the appeal, the Subawardee shall act in accordance with the written decision of the Fiscal Agent. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste, and abuse shall be as prescribed by the State of California, and/or the Granting Agency, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

Notwithstanding the fact that a dispute, controversy, or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any money to the Subawardee, or otherwise, Subawardee agrees that it will not directly or indirectly stop or delay the work directed by Fiscal Agent, or any party thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or another form of dispute resolution.

## 11. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

## 12. INSURANCE

Acceptance of this Agreement constitutes that the Subawardee is not covered under Fiscal Agent's general liability insurance and that the Subawardee agrees, during the term of this Agreement, to maintain, at the Subawardee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to the Fiscal Agent. Specifically, during the term of this agreement, Subawardee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Subawardee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision, or control of the Subawardee.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.



- C. **Automobile Liability:** If automotive vehicles are operated by Subawardee in Subawardee's performance of Subawardee's obligations under this agreement, Subawardee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subawardee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds and provide that it can be canceled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, the Subawardee shall notify the Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change, or cancellation.

### **13. INDEPENDENT CONTRACTORS**

For this Agreement and all work and services specified herein, the parties shall be and shall be deemed to be, independent contractors and not agents or employees of the other party.

Subawardee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Subawardee understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Subawardee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subawardee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subawardee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance, or social security for the Subawardee's employees or independent subcontractors. The Subawardee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subawardee to withhold or pay any applicable tax, unemployment insurance, or social security when due.

### **14. ASSURANCES**

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the K-16 Collaborative Program Application and with the guidance documents provided by the Fiscal Agent, Foundation for Community Colleges, California Community College Chancellor's Office, and other guidance published by the Granting Agency.

By signing this Agreement the Subawardee certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

### **15. FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this Agreement, the Subawardee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, the Subawardee shall be responsible for paying all such costs.

### **16. EQUAL OPPORTUNITY/NON-DISCRIMINATION**

- A. During the performance of this Agreement, Subawardee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Subawardee shall

ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- B. Subawardee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Subawardee shall also comply with the provisions of Government Code §§ 11135- 11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§ 59300 et seq.)

#### **17. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

#### **18. WAIVER**

Any waiver by the Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement or stopping the Fiscal Agent from enforcing the terms of this Agreement.

#### **19. COMPLIANCE WITH APPLICABLE LAWS**

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; the venue of any action brought with regard to this Agreement shall be in San Diego County, State of California.

Subawardee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

#### **20. INTELLECTUAL PROPERTY**

Any information contained in publications, studies, or research funded by this Agreement shall be made available to the public following such reasonable requirements as the Granting Agency may establish from time to time. Notwithstanding the foregoing, the Granting Agency intends that results be made broadly available, therefore, any requirements made by the Granting Agency will not bar the Subawardee from publication nor delay publication by more than sixty (60) days. Subawardee grants to the Fiscal Agent and Granting Agency an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this Agreement at its sole discretion.

#### **21. DEBARMENT AND SUSPENSION**

- A. By executing this contractual instrument, Subawardee agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98)
- B. By executing this contractual instrument, Subawardee certifies to the best of their knowledge and belief that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2. Have not, within three years preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for (a) commission of a fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) violation of Federal or State antitrust statutes; (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Subawardee's present responsibility;

- 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B(2) above;
- 4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**22. ORDER OF PRECEDENCE**

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Border Region Talent Pipeline Collaborative Participation Agreement
- 2) Exhibit A: Work Plan & Budget Application, Scope of Work

IN WITNESS WHEREOF, all Parties agree.

**FOUNDATION FOR GROSSMONT AND CUYAMACA COLLEGES**

By: Sally Cox

Name: Sally Cox

Title: Chief Executive Officer

Date: Aug 16 2024

**HOLTVILLE UNIFIED SCHOOL DISTRICT**

By: Celso Ruiz

Name: Celso Ruiz

Title: Superintendent

Date: 8/30/24



**GRANT AGREEMENT**  
**Imperial County Agricultural Benefit Program**  
**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
**HOLTVILLE HIGH SCHOOL - HOLTVILLE FFA**

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective this 16th day of December, 2024, by and between the County of Imperial ("County"), a political subdivision of the State of California, and **HOLTVILLE UNIFIED SCHOOL DISTRICT – HOLTVILLE HIGH SCHOOL – HOLTVILLE FUTURE FARMERS OF AMERICA (FFA)** ("Grantee") for the purpose of providing grant funding for the **HOLTVILLE FFA – AGRICULTURAL PROGRAM UPGRADES, PROCURMENT OF EQUIPMENT AND TOOLS** ("Project").

**Article I.**  
**Purpose**

The Agricultural Benefit Program provides grant funds for public agencies, non-profit community organizations and residents of the County of Imperial for one-time funding in support of infrastructure improvement, job creation, economic development and the enhancement of the quality of life on local communities. This Agreement shall set forth the terms and conditions under which Agricultural Benefit Program funds are to be distributed to Grantee for the purpose of funding and/or implementing the Project as described in Grantee's Agricultural Benefit Program Application.

**Article II.**  
**Project**

Grantee's project has been found by the County Board of Supervisors to meet the goals and objectives established for the Community Benefit Program. The County Board of Supervisors has agreed to provide Grantee with a funding grant for the scope of work described in Grantee's Agricultural Benefit Program Application, attached hereto and incorporated herein as **Exhibit A**. The Grant Approval Letter is attached hereto as **Exhibit F**. Grantee understands that it shall be responsible for implementing the Project as described in Exhibit A and according to requirements of the "Guidelines for the Imperial County Agricultural Benefit Program and Application" ("Guidelines") approved by the Board of Supervisors on March 22, 2016 through Imperial County Minute Order No. 17. The Project and Grant funds shall also be subject to all provisions of applicable statutes, County laws and requirements governing County contracts.

**Article III.**  
**Deadlines and Term of the Agreement**

Section 3.1. Term of Agreement

The effective date of this Agreement is the date first written above upon which it is executed by the County, and this Agreement shall terminate on the date of grant termination identified as June 30, 2027.

Section 3.2. Deadlines

Grantee shall meet the following deadlines in order to maintain funding eligibility:

Notification of Inability to Expend Grant Funds	June 01, 2027
Final Expenditure Deadline	June 30, 2027
Return of Unexpended Grant Funds	July 31, 2027
Funding Request Deadline	July 31, 2027
Submission of Final Expenditure Report	July 31, 2027
Grant End Date	June 30, 2027

**Article IV.  
Award of Grant**

Section 4.1. Grant Amount

To achieve the Scope of Work set forth in this Agreement, the County hereby grants to Grantee under the terms of this Agreement a one-time grant award amount not to exceed **One Hundred Thousand Dollars (\$100,000.00)** ("Grant"). Grant funds shall be disbursed pursuant to the provisions of this Agreement.

Section 4.2. Grant Timelines

Work performed prior to the effective date of this Agreement or after January 01, 2025, shall **not** be funded. The effective date of this Agreement shall be the date first written above of its execution by County, only after execution by the Grantee. All awarded funds shall be requested from County no later than July 31, 2027. Funds granted under this Agreement shall not be expended after the grant termination date listed in Section 3.1. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates. Disbursement and administration of the Grant funds shall be according to the provisions outlined in Section 5.3.

**Article V.  
BUDGET DETAIL AND PAYMENT PROVISIONS**

Section 5.1. Allowable Use of Grant Funds

Grant funds shall be used exclusively for projects approved by the County which have been determined by the County to meet the Goals and Objectives of the Program.

Section 5.2. Performance

Grantee shall take all necessary actions and pay such necessary expenses for completion of the Project specified in Exhibit A in accordance with the schedule for completion set forth therein and the terms and conditions of this Agreement.

Section 5.3. Disbursement of Grant Funds

- (a) Prior to disbursement of grant funds, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to County, an acceptable resolution from Grantee's governing body authorizing the exact grant award amount encumbered by this Agreement.
- (b) The Grantee shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the County. A copy of which is attached hereto as **Exhibit B** and are also available at the County Executive Office located at 940 Main Street, Suite 208, El Centro, California 92243. The Grantee shall expend the funds within 90 days from the date of receipt from the County, or by date of grant termination identified in Section 3.1., whichever occurs earlier, and provide County with subsequent supporting documentation.
- (c) Failure to expend contract funds in a timely manner may affect future funding.
- (d) Grantee shall deposit Grant funds in a separate, segregated interest bearing checking or savings account, in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable Program purposes and accounted for to the County. All funds not expended within 90 days of receipt, or by the date of grant termination identified in Section 3.1., as applicable, shall be returned to the County with accrued interest.

- (e) The Grantee shall make a good faith effort to minimize the number of disbursement requests to the County by anticipating costs and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- (f) The Grantee shall inform the County within a reasonable amount of time in the event that Project expenditures related to an authorized project(s) are less than the total Grant award.
- (g) The Grantee shall immediately inform the County, no later than **June 01, 2027**, if the Grantee anticipates it will not be able to expend all Grant funds by the grant termination date listed in Section 4.1.
- (h) The Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Detailed documentation of each transaction shall be maintained to allow for the determination, through an audit if requested by the County, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the County shall determine the reimbursement method for the amount disallowed. Any determination of the allowability of an expense shall be final and at County's discretion.
- (i) Any unexpended Grant funds remaining as of the grant termination date listed in Section 4.1., must be returned to the County with accrued interest. Checks shall be made payable to the County of Imperial and shall be mailed to the County Contract Coordinator no later than **July 31, 2027**.
- (j) Failure of Grantee to provide any documents or information requested in writing by the County within ten (10) calendar days of such request shall result in the suspension of any disbursements to Grantee under this Agreement.
- (k) Failure of Grantee to provide any documents or information requested in writing by the County within thirty (30) calendars days from the date of the suspension of any disbursements to Grantee by County, shall result in the termination of this Grant.
- (l) The Grantee shall comply with Conflict of Interest, Equal Employment Opportunity, and Labor Requirements set forth in **Exhibit C** and incorporated herein by this reference.

**Article VI.  
GENERAL TERMS AND CONDITIONS**

**Section 6.1. Termination**

- (a) Grantee acknowledges that County may immediately suspend or terminate this Agreement without cause by giving written notice to Grantee. County may terminate this Agreement at any time for violation of any federal, state or local law or regulation, or for breach of any terms or conditions contained in this Agreement or any unapproved deviation from the Grant Application.
- (b) In the event that this Agreement is terminated by County, Grantee shall be responsible for returning any unexpended grant funds as of the date of termination.

**Section 6.2. Reporting Requirements**

During the term of this Agreement, the Grantee shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the County:

- (a) Upon execution of the Agreement by both Parties, Grantee shall submit quarterly progress reports on forms provided by County, to the County every ninety (90) days throughout the term of this Agreement until all Grant funds have been expended. A copy of which is provided along with this Agreement and attached hereto as **Exhibit D**. The Quarterly Report shall contain: (1) the progress

the Grantee has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn and expended to date; and (3) a description of projects completed.

- (b) Upon complete expenditure of the Grant funds, the Grantee shall submit a final report in a manner satisfactory to the County ("Final Report"). The Final Report shall be submitted to the County, **July 31, 2027**, within 60 days of the grant termination date listed in Section 3.1., the date all funds must be expended. The Final Report shall contain a description of all services provided under the terms of the Grant. The Grantee shall use the forms provided by the County Contract Coordinator and attached hereto as **Exhibit E**.

Section 6.2. Point of Contact

All notices, reports, or other communication shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the parties may from time to time designate in writing:

COUNTY

Contract Coordinator:  
Rosa C. Lopez-Solis  
County Executive Office  
  
940 Main Street, Suite 208  
El Centro, CA 92243  
(442) 265-1001

GRANTEE

Contact Person:  
Anthony Arrevalo  
Holtville Unified School District/Holtville  
High School  
755 Olive Avenue  
Holtville, CA 92250  
760-356-2926

Section 6.3. Audit/Retention and Inspection of Records

Grantee agrees that the County or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide the County or its designee with any relevant information requested and shall permit the County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

Section 6.4. Special Conditions

The County reserves the right to add any special conditions to this Agreement it deems necessary to assure that the goals and objectives of the Program are achieved.

Section 6.5. Prevailing Wages

- (a) Where funds provided through this Agreement are used for construction work, or in support of construction work, Grantee shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- (b) For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract,

with the use of a properly licensed building Grantee incorporating these requirements (the "construction Grantee"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the County may require a certification from the awarding body that prevailing wages have been or will be paid.

#### Section 6.6. Miscellaneous

- (a) Authority. Grantee represents and warrants that the individual who executes this Agreement is duly authorized to do so by Grantee. Grantee warrants that it will possess all the necessary licenses and/or permits required in order to carry out the purposes of this Agreement.
- (b) Amendment. This Agreement may only be amended in writing by mutual agreement of the Parties and executed by County and Grantee.
- (c) Limitation of Liability. In no event shall County be liable for any indirect, special, incidental or consequential damages or expenses for any negligence caused by Grantee, breach of contract or any other act arising out of or relating to this Agreement or the activities covered herein.
- (d) Indemnity. To the greatest extent permitted by law, Grantee agrees to indemnify, defend, protect and hold harmless County and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, arising in the performance of this agreement but only in proportion to and to the extent such claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees.
- (e) Attorneys' Fees. If either Party brings an action in a court of competent jurisdiction to enforce the terms of this Agreement, or declare rights hereunder, the prevailing Party in any such action may be entitled to its reasonable attorneys' fees and court costs, which shall be paid by the losing Party as determined by the court.
- (f) Assignment. Grantee agrees that it has no authority to assign or transfer any interest in this Agreement or any funds payable hereunder unless it first obtains the prior written approval of the County. Otherwise, there is no third party beneficiary of this Agreement.
- (g) Severability. If any parts of this Agreement are held to be invalid or unenforceable, the remaining parts of the Agreement shall continue to be valid and enforceable.
- (h) Governing Law. This Agreement shall be construed and the rights and obligations of the Parties shall be determined in accordance with the laws of the State of California. Any action arising out of this Agreement shall be heard in a court of competent jurisdiction within the County of Imperial, California.
- (i) Licensed Professionals. Grantee agrees that only qualified individuals will be used to perform services that are funded, in whole or in part, through Grant funds awarded under this Agreement.
- (j) Related Litigation. Under no circumstances may Grantee utilize Grant funds from any disbursement under this Agreement to pay for costs associated with any litigation between Grantee and the County.
- (k) Waiver. The waiver by either party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach of violation of the same, or of any other term, covenant, or ordinance of law.



- (l) Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.
  
- (m) Grant Agreement Integrated. This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the award of grant funds and/or the Project. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. County and Grantee agree that the contents of the County's "Guidelines for the Imperial County Community Benefit Program" ("Guidelines") approved by the Board of Supervisors on March 22, 2016 and the Grantee's grant application shall be incorporated herein by reference with the understanding that the terms and conditions of this Agreement take precedence over any conflicting provision in the Guidelines and Grantee's application.

**IN WITNESS WHEREOF**, the County and Grantee have caused this Agreement to be executed as of the date first written above.

**COUNTY OF IMPERIAL**

**HOLTVILLE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
 Name: Miguel Figueroa  
 Title: County Executive Officer

By: \_\_\_\_\_  
 Name: Jared Garewal  
 Title: President of the Board  
 Board of Trustees

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Name: Eric Havens  
 Title: County Counsel

**Exhibit A**  
**Agricultural Benefit Program**  
**Application**

**Exhibit B**  
**Agricultural Benefit Program**  
**Grant Disbursement Form**

**Exhibit C**  
**Conflict of Interest**  
**Equal Employment Opportunity**  
**Labor Requirements**

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**Exhibit D**  
**Agricultural Benefit Program**  
**Progress Report Form**

**Exhibit E**  
**Agricultural Benefit Program**  
**Final Report Form**



# MEMORANDUM OF UNDERSTANDING

This is an agreement between the **ICOE Curriculum and Instruction Professional Learning and Leadership Support 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

- Provide Professional Development to **Holtville High School** on understanding and planning using the instructional shifts and three-dimensions of CA NGSS
- Participants will analyze the vertical and horizontal alignment of CA NGSS, as well as across science domains
- Participants will review the CAST assessment design and expectations
- Participants will plan the integration of interim assessments to improve teaching and learning
- Practice navigating the Tools for Teachers site and use it to improve student learning through formative assessments

## II. ICOE Curriculum Department Responsibilities under this Agreement

- 1 Coordinator, 3 Full Days
- Provide opportunities to deepen understanding of NGSS instructional shifts and three-dimensional teaching
- Explore CA NGSS Performance Expectations and the CA Science Framework for curriculum planning
- Analyze standards for gaps in instruction and ensure vertical and horizontal alignment
- Review district data and discuss key findings and considerations from a district perspective
- Provide information about the CAST assessment design, and expectations, and explore training test items to understand their demands
- Navigate the Interim Assessment Viewing System and Tools for Teachers site to integrate and utilize interim assessments for improving teaching and learning
- Define and explore examples of phenomena-based learning
- Use CA Framework, NGSS, Phenomena, and CER to help teachers plan curriculum and instruction

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

Date	Description/Learning Objective
<p><b>Date:</b> TBD</p> <p><b>Time:</b> 8:00 AM - 3:00 PM</p>	<p><b>Dimensions of NGSS</b></p> <p><b>Participants will:</b></p> <ul style="list-style-type: none"> <li>● Deepen understanding of the instructional shifts and three-dimensions of CA NGSS</li> <li>● Explore the Performance Expectations and the CA Science Framework</li> <li>● Understand the instructional shifts demanded by NGSS</li> <li>● Understand NGSS grade level standards</li> <li>● Focus on three-dimensional teaching and learning</li> <li>● Analyze master texts to identify gaps in instruction of NGSS Standards, as well as vertical and horizontal alignment of standards</li> <li>● Use the CA Framework to help teachers plan curriculum and instruction.</li> </ul>
<p><b>Date:</b> TBD</p> <p><b>Time:</b> 8:00 AM - 3:00 PM</p>	<p><b>Phenomena-Based Learning and Writing in Science</b></p> <p><b>Participants will:</b></p> <ul style="list-style-type: none"> <li>● Review CA NGSS standards and three-dimensional learning (Science &amp; Engineering Practices, Crosscutting Concepts, and Disciplinary Core Ideas)</li> <li>● Define and explore examples of phenomena-based learning</li> <li>● Focus on how phenomena can drive student inquiry and engagement</li> <li>● Connect Phenomena to Real-World Contexts</li> <li>● Select relevant, local, or global phenomena to make learning more relatable (e.g., ocean currents and climate, earthquakes, local ecosystems)</li> <li>● Explore resources for finding phenomena, including online platforms and scientific databases</li> <li>● Define the importance of writing in science for deepening understanding and promoting critical thinking</li> <li>● Explain the CER framework (Claim, Evidence, Reasoning) and its role in structured scientific argumentation</li> <li>● Discuss how CER aligns with NGSS Science &amp; Engineering Practices, especially engaging in argument from evidence</li> <li>● Use CA Framework, NGSS, Phenomena, and CER to help teachers plan curriculum and instruction</li> </ul>
<p><b>Date:</b> TBD</p> <p><b>Time:</b> 8:00 AM - 3:00 PM</p>	<p><b>CAASPP CAST Support</b></p> <p><b>Participants will:</b></p> <ul style="list-style-type: none"> <li>● Review District data</li> <li>● Discuss key Findings and Considerations through the District Lens</li> <li>● Learn about the CAST assessment design and expectations</li> <li>● Explore CAST training test items and identify their demands and expectations, both for students and educators</li> <li>● Identify how to navigate the Interim Assessment Viewing System</li> <li>● Analyze uses of interim assessments to improve teaching and learning</li> <li>● Plan integration of interim assessments to improve teaching and learning</li> <li>● Practice navigating the Tools for Teachers site and use it to improve student learning through formative assessments</li> </ul>



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

- a. Payment will be charged at **\$4,500** (includes prep, training, materials, 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 trainings. These photographs shall be used to document the event/training, promote events in written materials, and be posted on ICOE website and social media accounts.

### IV. 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 and Instruction Professional Learning and Leadership Support Department**. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to **ICOE Curriculum and Instruction Professional Learning and Leadership Support 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 and Instruction Professional Learning and Leadership Support Department</b>
Jeanette Montaña Senior Director, Professional Learning and Leadership Support

<b>Holtville High School</b>
Anthony Arevalo Principal, Holtville High School

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 755 Olive Ave 6th Street Holtville, CA 92250 760-356-2926 <a href="mailto:aarevalo@husd.net">aarevalo@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>, 2025. **Holtville Unified School District and ICOE Curriculum and Instruction Professional Learning and Leadership Support Department** indicates 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 R Gonzales, Associate Superintendent

\_\_\_\_\_  
Celso Ruiz, Superintendent

**Name/ Title**

**Name/ Title**




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

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

**HOLTVILLE UNIFIED SCHOOL DISTRICT CALENDAR\***  
**2024-25**

August 1-2,5-9,12-13, 2024	Counselor Contract Days (Non-School Days)
August 14-16, 2024	Teacher Contract Days (Non-School Days)
August 19, 2024	FIRST DAY OF SCHOOL (MINIMUM DAY)
September 2, 2024	Labor Day Observed - Holiday
September 13, 2024	Deficiency Notices
September 18, 2024	Staff Development/Non-School Day
October 11, 2024	End of 1st Quarter
October 21-25, 2024	Parent Conf. Week/Report Cards
November 8, 2024	Deficiency Notices
November 11, 2024	Veteran's Day Observed - Holiday
November 22, 2024	Minimum Day
November 25-29, 2024	Thanksgiving Break
November 28, 2024	Thanksgiving Day Observed - Holiday
December 20, 2024	End of Quarter/Minimum Day Release
Dec 23 - Jan 3, 2025	Christmas Break
January 1, 2025	New Year's Day Observed - Holiday
January 20, 2025	MLK B-Day Observed - Holiday
February 7, 2025	Deficiency Notices
February 10, 2025	Lincoln's B-Day Observed- Holiday
February 17, 2025	Washington's B-Day Observed - Holiday
March 7, 2024	Fair Day - Local Holiday
March 14, 2025	End of 3rd Quarter
April 17, 2025	Minimum Day
April 18, 2025	Good Friday Observed - Holiday
April 21-25, 2025	Spring Break
May 2, 2025	Deficiency Notices
May 26, 2025	Memorial Day Observed - Holiday
June 4, 2025	End of 4th Quarter
June 5, 2025	LAST DAY OF SCHOOL (MINIMUM DAY)
June 6, 2025	Teacher Check-Out/Last Contract Day
June 9-13,16-18,20,23-24, 2025	Counselor Contract Days (Non-School Days)
June 19, 2025	Juneteenth Observed - Holiday
July 4, 2025	Independence Day Observed - Holiday
	First and Last School Days (Min. Days)
	Staff Development/Non-School Day
	End of Quarters
	Holidays No School
	Minimum Day 12:00 pm Release
	Counselor Contract Day/Non-School Day

**WHERE TRADITION MEETS VISION**

August 2024							September 2024							October 2024							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			
S= 10 TC= 13							S= 19 TC= 20							S= 23 TC= 23							
November 2024							December 2024							January 2025							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					1	2	1	2	3	4	5	6	7				1	2	3	4	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31		
S= 15 TC= 15							S= 15 TC= 15							S= 19 TC= 19							
February 2025							March 2025							April 2025							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
						1							1				1	2	3	4	5
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
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23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30				
							30	31													
S= 17 TC= 17							S= 21 TC= 21							S= 16 TC= 16							
May 2025							June 2025							July 2025							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					1	2	1	2	3	4	5	6	7					1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			
S= 21 TC= 21							S= 4 TC= 5							S= School Days, TC= Contract Days							
 <b>June 3 - Pine Promotion</b>							 <b>June 4 - HMS Promotion</b>							 <b>June 5 - HHS Graduation</b>							
<b>BOARD ADOPTION DATE = 2/20/2024, REVISED FOR FAIR DAY = 12/16/2024</b>																					

52
56
49
49
54
54
25
26
180
185

\*Please note: this calendar applies to students and Certificated staff only. Classified Staff should consult with their immediate supervisors regarding their workdays.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Imperial County Office of Education  
AND  
The School Districts of Imperial County

## **I. Purpose**

This Memorandum of Understanding (MOU) is entered into by and between the Imperial County Office of Education (“ICOE”) and the School Districts of Imperial County (“Districts”), collectively the “Parties,” for the purpose of collaborating on the Interdistrict Application Project (the “Project”). This project aims to facilitate the interdistrict transfer process and improve educational outcomes for students.

## **II. Scope of Work**

Both parties agree to work collaboratively to implement the Project, which includes but is not limited to the following activities:

- Designing and implementing Version 1.0 of the interdistrict application process.
  - Digitize the Interdistrict Application form, Student Compact, and implement workflow (see attached exhibit).
- Facilitating the application process for interdistrict transfers.
- Sharing relevant student data to support application decisions.
- Provide Parties one-time training.
- Ensuring compliance with all relevant laws and regulations regarding student privacy and data security.

## **III. Duration**

This MOU will be effective from July 1, 2024, to June 30, 2027, provided that it is signed by authorized representatives of all Parties. The MOU will not be in effect and no actions shall be taken pursuant to it until all Parties have signed.

## **IV. Roles and Responsibilities**

The Districts will:

- Provide ICOE with access to relevant student data necessary for the Project.
- Ensure that data sharing complies with all applicable laws and regulations, including FERPA.
- Support the implementation of the Project within the LEA.
- Designate a point of contact for the Project.

The ICOE will:

- Use the shared student data solely for the purposes of the Project.
- Ensure the confidentiality and security of the student data.
- Report on the progress and outcomes of the Project to Districts.
- Designate a point of contact for the Project.
- Provide technical support for Project.
- Provide the Laserfiche repository for the Project.

## V. Fees

1. Fee Structure: Based on the 2023-24 Student Enrollment Count (see attached exhibit). Fees include, but not limited to:
  - a. One-time costs
  - b. Annual license costs (adjusted annually)
  - c. ICOE Support costs (adjusted annually)
2. Payment Terms: Annually, due by June 1<sup>st</sup>.
3. Additional Costs: Each member of the Parties is responsible for costs outside the scope of work of this Project. Including, but not limited to, onsite or virtual third-party training, additional Laserfiche licenses, etc.

## VI. Data Sharing and Privacy

1. Data to be Shared: The following types of student data will be shared under this MOU:
  - Student Demographic Information, for example, but not limited to:
    - Name
    - Address
    - Unique Student ID
    - Grade level
    - Interdistrict Status
    - Language Preference
  - Parent/Guardian Demographic Information, for example, but not limited to:
    - Name
    - Address
    - Mobile Phone
    - Language Preference
2. Purpose of Data Sharing: The shared data will be used solely for facilitating interdistrict transfers and improving educational outcomes.

3. **Data Security:** Both parties agree to implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and integrity of the student data.
4. **Compliance with Laws:** Both parties agree to comply with all applicable federal, state, and local laws and regulations concerning data privacy and security, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
5. **Data Breach Notification:** In the event of a data breach, the party experiencing the breach will notify the other party within 90 days of confirmation of a breach and take immediate steps to mitigate the breach and prevent further unauthorized access. Each individual district is responsible for all costs associated with a data breach caused by their district.

## **VII. Indemnification**

1. **ICOE Indemnification:** ICOE agrees to indemnify, defend, and hold harmless Districts and its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this MOU by ICOE, or any negligent or wrongful act or omission by ICOE or its officers, employees, or agents.
2. **Districts Indemnification:** Districts agrees to indemnify, defend, and hold harmless ICOE and its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this MOU by Districts, or any negligent or wrongful act or omission by Districts or its officers, employees, or agents.

## **VIII. Termination**

This MOU may be terminated prior to the end date by a majority agreement of the Parties. Written notice of the decision to terminate must be provided at least 18 months in advance. In the event of termination, both parties agree to return or destroy all shared data in their possession, as directed by the disclosing party.

## **IX. Amendments**

This MOU may be amended only by written agreement signed by a majority of the Parties.

**X. Signatures**

For the Imperial County Office of Education:

DocuSigned by:  
*J. Todd Finnell*  
 Signature: \_\_\_\_\_  
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 Name: Dr. Todd Finnell  
 Title: Imperial County Superintendent of Schools  
 Date:

For the School Districts of Imperial County:

DocuSigned by:  
*Rauna Fox*  
 \_\_\_\_\_  
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 Brawley Elementary School District  
 Authorized LEA Representative

DocuSigned by:  
*Simon Canales*  
 \_\_\_\_\_  
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 Brawley Union High School  
 Authorized LEA Representative

DocuSigned by:  
*Arturo Jimenez*  
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 Calexico Unified School District  
 Authorized LEA Representative

DocuSigned by:  
*Angelita Ortiz*  
 \_\_\_\_\_  
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 Calipatria Unified School District  
 Authorized LEA Representative

Signed by:  
*Dr. David Farkas*  
 \_\_\_\_\_  
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 Central Union High School District  
 Authorized LEA Representative

Signed by:  
*Ruben Castro*  
 \_\_\_\_\_  
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 El Centro Elementary School District  
 Authorized LEA Representative

Signed by:  
  
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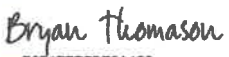
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Heber Elementary School District  
Authorized LEA Representative

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Holtville Unified School District  
Authorized LEA Representative

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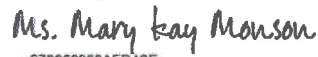
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Imperial Unified School District  
Authorized LEA Representative

Signed by:  
  
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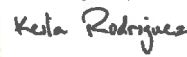
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Magnolia Union School District  
Authorized LEA Representative

Signed by:  
  
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McCabe Union School District  
Authorized LEA Representative

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Meadows Union School District  
Authorized LEA Representative

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Mulberry Union School District  
Authorized LEA Representative

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San Pasqual Unified School District  
Authorized LEA Representative



DocuSigned by:

*Andrea Ellis*

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Seeley Unified School District  
Authorized LEA Representative

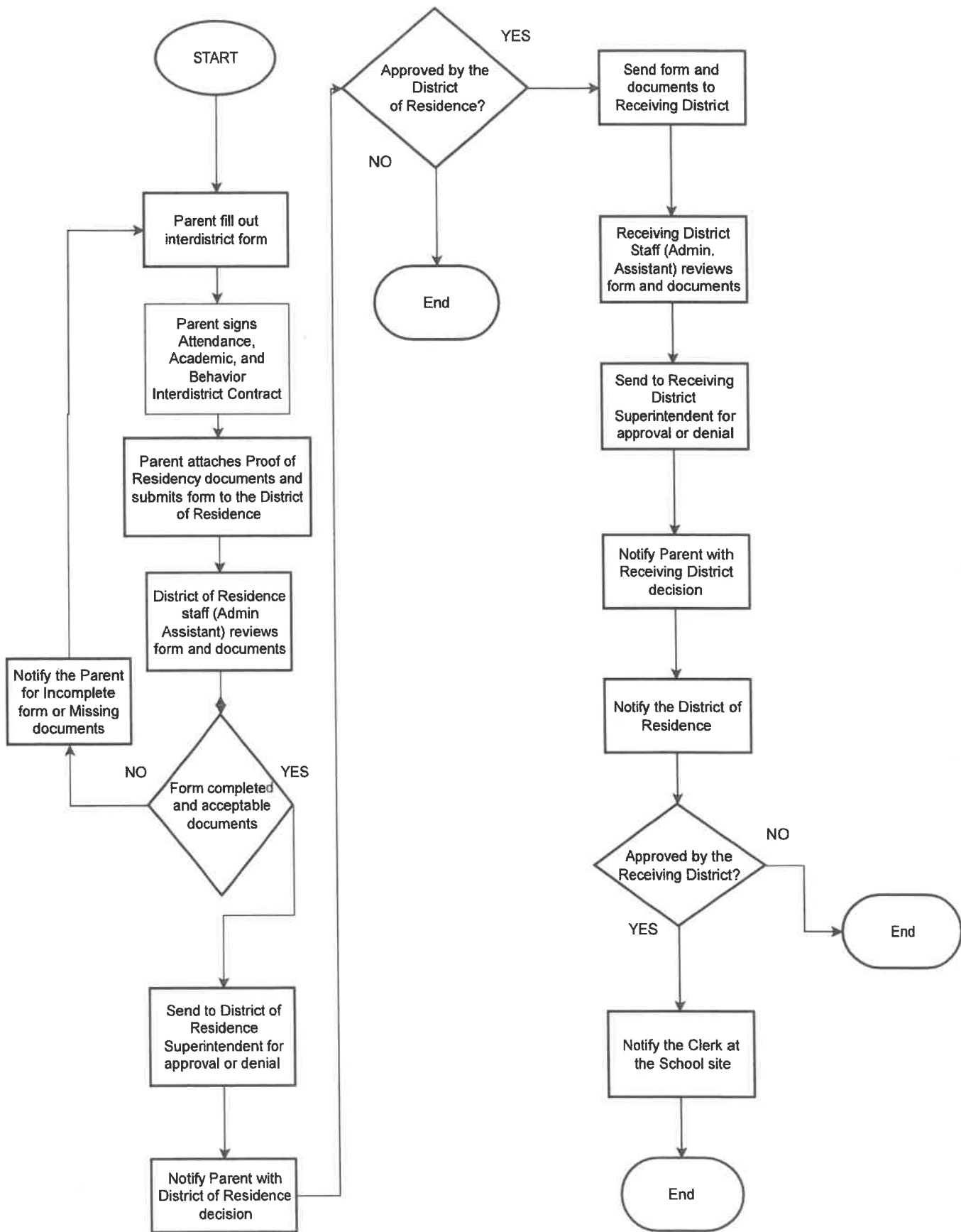
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*[Handwritten Signature]*

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Westmorland Unified School District  
Authorized LEA Representative



School District	2023-24 Enrollment Count	Laserfiche License Total	Percentage of Total Enrollment	Year 1 Laserfiche	ICOE Support Costs	Estimated Total year 1	Out Years Laserfiche	Out Year ICOE Support Costs	Estimated Out Year Total
Brawley Elementary School District	3,901	3	11.14%	\$ 3,250.91	\$ 608.25	\$ 3,859.15	\$ 560.53	\$ 104.87	\$ 685.40
Brawley Union High School District	2,022	3	5.77%	\$ 1,858.44	\$ 347.71	\$ 2,206.16	\$ 463.94	\$ 86.80	\$ 550.74
Calexico Unified School District	8,146	5	23.28%	\$ 6,636.75	\$ 1,241.73	\$ 7,878.48	\$ 1,018.73	\$ 190.61	\$ 1,209.34
Calipatria Unified School District	1,086	3	3.10%	\$ 1,164.80	\$ 217.93	\$ 1,382.73	\$ 415.82	\$ 77.80	\$ 493.63
Central Union High School District	4,023	3	11.49%	\$ 3,341.32	\$ 625.16	\$ 3,966.48	\$ 566.80	\$ 106.05	\$ 672.84
El Centro Elementary School District	5,433	5	15.52%	\$ 4,626.23	\$ 865.57	\$ 5,491.79	\$ 879.28	\$ 164.51	\$ 1,043.79
Heber Elementary School District	1,196	3	3.39%	\$ 1,238.91	\$ 231.80	\$ 1,470.71	\$ 420.96	\$ 78.76	\$ 499.73
Holtville Unified School District	1,592	3	4.52%	\$ 1,532.37	\$ 286.71	\$ 1,819.08	\$ 441.32	\$ 82.57	\$ 523.89
Imperial Unified School District	4,672	3	13.34%	\$ 3,822.27	\$ 715.15	\$ 4,537.42	\$ 600.16	\$ 112.29	\$ 712.45
Magnolia Union Elementary School	114	1	0.33%	\$ 204.48	\$ 38.26	\$ 242.74	\$ 125.86	\$ 23.55	\$ 149.41
McCabe Union School District	1,164	1	3.32%	\$ 982.60	\$ 183.85	\$ 1,166.45	\$ 179.83	\$ 33.65	\$ 213.48
Meadows Union School District	370	1	1.06%	\$ 394.20	\$ 73.75	\$ 467.95	\$ 139.02	\$ 26.01	\$ 165.03
Mulberry Elementary School District	69	1	0.20%	\$ 171.13	\$ 32.02	\$ 203.15	\$ 123.55	\$ 23.12	\$ 146.66
San Pasqual Valley Unified School District	589	1	1.68%	\$ 556.49	\$ 104.12	\$ 660.61	\$ 150.28	\$ 28.12	\$ 178.39
Sealey Union School District	337	1	0.96%	\$ 369.74	\$ 69.18	\$ 438.92	\$ 137.32	\$ 25.69	\$ 163.02
Westmorland Union Elementary School District	323	1	0.92%	\$ 359.37	\$ 67.24	\$ 426.60	\$ 136.60	\$ 25.56	\$ 162.16
<b>Totals</b>	<b>35,017</b>	<b>38</b>	<b>100%</b>	<b>\$ 30,510.00</b>	<b>\$ 5,708.42</b>	<b>\$ 36,218.42</b>	<b>\$ 6,360.00</b>	<b>\$ 1,189.96</b>	<b>\$ 7,549.96</b>



## Title I LEA-Level Parent and Family Engagement Policy 2024-25 School Year

- 1.0 The local governing board of each local educational agency (LEA), or agency, receiving Title I, Part A funding shall establish and implement a written parent and family engagement policy and program. (California Education Code [EC] sections [§§] 11500-11504, 51101[b]; 20 United States Code [U.S.C.] § 6318[a][1], 6318[a][2]) Every year, the LEA-level parent and family engagement policy is developed jointly with, agreed on with, and distributed to, parents and family members of participating children. The LEA-level Parent and Family Engagement policy is submitted to the HUSD Governing Board for review and approval. With the updates, the policy is distributed to parents and families.
- 1.1 Holtville Unified School District has developed jointly with, agreed on with, and distributed to, parents and family members of participating children, an LEA-level written parent and family engagement policy. (20 U.S.C. § 6318[a][2].) The LEA-level parent and family engagement policy is developed jointly with, agreed on with, and distributed to, parents and family members of participating children on an annual cycle. The policy is distributed to parents at the beginning of every school year by sending a paper copy home with students, emailing an electronic version to all families, posting a paper form in the school office, keeping extra copies in the school office, and posting the policy on the school website. This allows parents to become aware and familiar with the policy independently. The policy is reviewed at a DELAC/LCAP Parent Advisory Committee meeting. Input from parents and other members at those meetings helps develop the plan. Further discussion and review help the committee agree on the policy. Furthermore, the policy is discussed at site-level staff meetings and School Site Council meetings. Additional input is gathered through an annual LCAP Parent survey offered to all families at HUSD. The policy is submitted to the HUSD Governing Board for review and approval. With the updates, the policy is distributed to parents and families. The LEA incorporates the parent and family engagement policy into the LEA level plan. (20 U.S.C. § 6312, 6318[a][2]) The HUSD LCAP addresses parent and family engagement in Goal 3: HUSD will provide an educational experience that promotes a culture of school connectedness and involvement, student health and well-being, and the safety and security of pupils, staff, and parents. Goal 3, Action 3 is to provide additional parent involvement.

To involve parents and family members in the Title I program at Holtville Unified School District, the following practices have been established:

- a) The LEA involves parents and family members in the joint development of the agency's plan, and in the development of support and improvement plans. (20 U.S.C. § 6318[a][2][A])  
One metric in goal 3 is the percentage of parents who feel their child's school seeks parent input in decision making and encourages parental participation. A



question in the LCAP Parent survey asks parents and families to rate the level at which they agree their child's school seeks parent input in decision making and encourages parent participation. In the 2023-24 Parent LCAP Survey, 81.6% of parents agree or strongly agree. The results from the LCAP Parent survey help inform the development of the LCAP, LCAP Federal Addendum, and the LEA-level Parent and Family Engagement policy.

- b) **The LEA provides coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance. (20 U.S.C. § 6318[a][2][B])**

District staff work collaboratively with site administrators to plan and implement parent and family engagement activities. All school sites facilitate parent-teacher conferences during the 2nd week of the 2nd quarter. In the conferences, teachers review California state standards, the assessments that students will take during the year, and strategies for improving their child's success and helping their child's learning at home. Strategies include setting up online, two-way communication between teacher and parents, resources for homework help, online gradebook access for parents. The district provides support to school staff on creating communication platforms such as Remind and technical assistance to school staff and parents on ParentVue, the online gradebook portal. Other activities include parent information nights, achievement ceremonies, academic content nights, reading on the lawn, and carnivals. Activities for each site are described in each school's Title I Parent and Family Engagement Policy and their School Plan for Student Achievement (SPSA).

- c) **To the extent feasible and appropriate, the LEA coordinates and integrates Title I, Part A parent and family engagement strategies with parent and family engagement strategies of other relevant Federal, State, and local laws and programs. (20 U.S.C. § 6318[a][2][C])**

Parent and family engagement is prioritized in the HUSD LCAP, Migrant Program, SPSAs, and EL Master Plan. For example, Goal 3 of the LCAP involves school connectedness. One of the actions for Goal 3 is additional parental involvement. HUSD coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs.

- d) **The LEA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served under Title I, Part A. (20 U.S.C. § 6318[a][2][D])**

HUSD collaborates with various parent advisory committees with the goal of improving student outcomes. This includes presentations on LCAP goals, CA School Dashboard data, and Local Priorities data. HUSD administers surveys to all parents seeking input regarding school climate, parent engagement,



professional development needs, and top priorities for LCAP targeted actions. Annually, parent advisory committee members participate in the evaluation of the Title I Parent and Family Engagement Policy by providing input at district and site meetings and by completing the LCAP survey.

The LEA identifies the following:

1. **Barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). (20 U.S.C. § 6318[a][2][D][i])**

HUSD annually conducts a needs assessment with parents and families to evaluate the effectiveness of the parent and family engagement policy and to identify barriers to greater participation by parents in activities authorized by this section with particular attention to parents who are disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The needs assessment is conducted through a combination of parent surveys, parent committee meetings, staff meetings and leadership team meetings.

2. **The needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers. (20 U.S.C. § 6318[a][2][D][ii])**

Needs and barriers are identified through this process, then actions are developed to address the needs of families, such as providing translated information and presentations, offering flexible meeting times, and distributed information using various methods. The LEA also supports learning at home by offering homework support for parents.

3. **Strategies to support successful school and family interactions. (20 U.S.C. § 6318[a][2][D][iii])**

One barrier that has been identified is communication from the school. HUSD offers alternative options for parent communication, including phone, email, and communication apps such as Remind. Parents recommend the district send more information, such as current class grades.

- e) **The LEA uses the findings of such evaluation in section 1.1(d) of the CE program instrument to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policy. (20 U.S.C. § 6318[a][2][E])**

As stated in the previous paragraph, the results from parent surveys and the needs assessment are used to implement evidence-based strategies to improve family engagement and to revise the HUSD Title I Parent and Family Engagement Policy regularly. For example, teachers at Holtville High School



- f) The LEA involves parents in activities of schools served under Title I, Part A to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy. (20 U.S.C. § 6318[a][2][F])

Every year, HUSD engages with parents and families from the following committees to gather input regarding the HUSD Title I Parent and Family Engagement Policy and the use of Title I, Part A funds, including how funds reserved are allotted for parental involvement activities: DELAC, PAC, and MPAC. In addition, all parents can provide input through the LCAP Parent Survey. Discussion in the meetings and questions from the survey include improving parent and family engagement strategies by providing professional development for LEA and school personnel. The input gathered through the advisory meetings and the survey helps to develop, review, and revise the current parent and family engagement policy.

- 1.2 The LEA policy on parent and family engagement for all schools (including Title I and non-Title I) in the LEA shall be consistent with the following goals and purposes: (EC §§ 11502, 11504, 11506)

- a) Engage parents and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible future members of our society. (EC § 11502[a])

Every year, the LEA conducts parent-teacher conferences. During the conferences, the California Common Core State Standards are reviewed with parents. The annual summative state assessments are also reviewed with parents. Annually, the district reviews the results of the summative state assessments at a regular school board meeting and at staff meetings at each of the school sites.

- b) Inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home. (EC § 11502[b])

The LEA conducts interim assessments for CAASPP and ELPAC assessments throughout the year in class. The LEA also reviews the availability of practice tests to complete at home.

- c) Build consistent and effective two-way communication between family members and the school so that parents and family members may know when and how to assist their children in support of classroom learning activities. (EC § 11502[c])

The LEA uses Title I reservations to provide direct services to students and to enhance parent and family engagement by providing school sites with online communication surveys. During back-to-school nights at school sites, instructions on setting up Remind classes for parents are reviewed and distributed to the



parents unable to attend the back-to-school night. The two-way communication between family members and the school allows parents to ask the teacher questions to better assist their children in support of classroom learning activities. Furthermore, the two-way communication allows the teacher to extend class time and availability to family members.

- d) Train teachers, school administrators, specialized instructional support personnel, and other staff to communicate effectively with parents as equal partners. (EC § 11502[d])

The LEA supports teachers, school administrators, specialized instructional support personnel, and other staff to communicate effectively with parents as equal partners by providing training on Remind, the online, two-way communication tool. Furthermore, the LEA supports all staff by offering professional learning opportunities before the school year begins and throughout the school year.

- e) Integrate and coordinate parent and family engagement activities with the local control and accountability plan (LCAP), as applicable, with other programs. (EC § 11502[e])

Parent and family engagement is prioritized in the HUSD LCAP. For example, Goal 3 of the LCAP involves school connectedness. One of the actions for Goal 3 is additional parental involvement. The LEA uses the responses from the LCAP surveys to update the HUSD LCAP.

- 1.3 Parents and family members of children receiving Title I, Part A services shall be involved in the decisions regarding how funds reserved are allotted for parental involvement activities. (20 U.S.C. Section 6318[a][3][B])

In LCAP Parent surveys, parents prefer alternative options for parent communication, including phone, email, and communication apps such as Remind. In LCAP Parent surveys, parents recommend the district send more information, more frequent communication, and constant communication with student and parents. As a result, the LEA uses Title I funds to enhance parent and school communication using online two-way communication tools such as Remind.

- 1.4 Funds reserved by an LEA shall be used to carry out activities and strategies consistent with the LEA's parent and family engagement policy, including not less than one of the following: (20 U.S.C. § 6318[a][3][D])

- a) Supporting schools and nonprofit organizations in providing professional development for LEA and school personnel regarding parent and family engagement strategies. (20 U.S.C. § 6318[a][3][D][i])
- b) Supporting programs that reach parents and family members at home, in the community, and at school. (20 U.S.C. § 6318[a][3][D][ii])
- c) Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of





economically disadvantaged parents and family members. (20 U.S.C. § 6318[a][3][D][iii])

- d) Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement. (20 U.S.C. § 6318[a][3][D][iv])
- e) Engaging in any other activities and strategies that the LEA determines are appropriate and consistent with such agency's parent and family engagement policy. (20 U.S.C. § 6318[a][3][D][v])

The LEA uses Title I reservations to provide direct services to students and to enhance parent and family engagement by providing school sites with online communication tools, such as Remind. Furthermore, reservations are used to partially fund direct administrative services including AVID District Leadership and administrator professional development which include strategies to enhance parent and family engagement.

\*It may be helpful to include the parent and family engagement policy review in the annual review of the Local Control and Accountability Plan Federal Addendum.

\*\*The policy must be updated periodically to meet changing needs of parents and family members and the LEA. If the LEA has a process in place for involving parents and family members in planning and designing the school's programs, the LEA may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.

## FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Holtville Unified School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <https://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### A. Pricing Summary

\* Indicates products added

[x] Indicates products removed

#### CMS Platform

Platform	
* CMS Core (Website)	

Setup and Creative and Professional Services	
* Theme Design View a detailed description of what is included in your software package here <a href="http://www.finalsite.com/sowtheme">www.finalsite.com/sowtheme</a>	

Add-Ons	
* Additional Feeds	

Training	
* Online Training The Statement of Work ('SOW') for Training Services can be reviewed here <a href="http://www.finalsite.com/SOWOLT">www.finalsite.com/SOWOLT</a>	

Products Included in CMS Core	
Calendar	Roles & Permissions
Posts	Standard Search
Forms	People Manager
Payments	Resource Manager
Faculty Portals	MFA / Authentication
Staff Directories	24/7 Support
Crisis Mode	Social Media Feeds (8)

Page Pops	Number of Sites (8)
Cloud Storage 10 GB/Site	

**Accessibility**

<b>Accessibility</b>	
* AudioEye Managed	* AudioEye Subscription Setup

**Additional Products and Services**

<b>Additional Products and Services</b>	
* Additional Feeds	

**Special Provisions:**

1. Feeds: Customer will receive upgraded Feeds package with increased Feeds refresh speed. Customer will receive 16 additional social media Feeds. 2 Virtual Training: Customer will receive four, 1-hour virtual training sessions for the Composer CMS. 3. Customer will owe \$1,000 by 12/31/2024 for setup fee and annual fees will begin on 7/1/25.

**Services: Initial Term and Fees:**

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

<b>Total Setup Cost (USD)</b>
\$ 500

Schedule	Amount
Period 1 - Dec 15 2024	\$ 500
Period 2 - Jul 01 2025	\$ 10,100
Period 3 - Jul 01 2026	\$ 10,100
Period 4 - Jul 01 2027	\$ 10,100
Period 5 - Jul 01 2028	\$ 10,100

Period 6 - Jul 01 2029	\$ 10,100
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### B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
6. In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

<b>On Behalf Of:</b> Holtville Unified School District
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

<b>Active Internet Technologies ('Finalsite')</b>
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

### C. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>
<b>Title</b>
<b>Address</b> 621 E 6th St
<b>City, State Zip</b> Holtville, CA 92250-1497
<b>Phone</b>
<b>Email</b>

<b>Project Contact</b>
<b>Title</b>
<b>Phone</b>
<b>Email</b>

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>
<b>Title</b>
<b>Email</b>

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.



KONICA MINOLTA

For office use only (Check one):  Branch  Windsor  Windsor Commercial

Master Premier Rental Agreement

APPLICATION NUMBER  
3148810

AGREEMENT NUMBER

This Master Premier Rental Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Owner, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME: Holtville Unified School District; STREET ADDRESS: 621 East 6th Street; CITY: Holtville; STATE: CA; ZIP: 92250; PHONE: 760 356 2974; BILLING NAME: (IF DIFFERENT FROM ABOVE); BILLING STREET ADDRESS

CITY: ; STATE: ; ZIP: ; E-MAIL: ; EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents.

CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.



TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. RENTAL AGREEMENT: Pursuant to the Master Agreement between Konica Minolta Business Solutions, USA Inc. and the Regents of the University of Colorado ("Master Agreement"), you agree to rent from us the personal property as identified in Schedules or Price Approval Form to this Master Premier Rental Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown, except as set forth in the Special Provisions regarding vendor offset. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Konica Minolta Premier Finance; DATED: ; OWNER: ; SIGNATURE: ; TITLE: ;

CUSTOMER ACCEPTANCE

Holtville Unified School District; DATED: 95-2429231; FULL LEGAL NAME OF CUSTOMER (as referenced above): ; SIGNATURE: X; TITLE: ; FEDERAL TAX I.D. #: ; PRINT NAME: ;

See reverse side for additional terms and conditions

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. If you are not in default on any Monthly Payments at the end of the Agreement term, we will repossess the equipment at our own cost and expense.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

10. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 30 days late, you agree to pay a late charge of 1% per month or the maximum charge allowed by law for all amounts outstanding more than 30 days after receipt of invoice, whichever is less. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guaranty; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is lower); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Colorado or any other law. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER, EXCEPT THOSE RELATED TO OUR INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THE MASTER AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

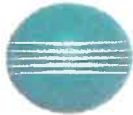
11. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

12. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Colorado and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any state court or courts in Denver, Colorado. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. **YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

13. CUSTOMER GUARANTY: You agree to bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 10.

07/05/2011





KONICA MINOLTA

### Master Premier Rental Schedule

For office use only (Check one):  Branch  Windsor  Windsor Commercial

APPLICATION NO. 3148810	AGREEMENT NO.	SCHEDULE NO.
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**CUSTOMER BILL - TO INFORMATION** (Separate schedules must be completed for each billing location.)

LEGAL COMPANY NAME Holtville Unified School District			DEPARTMENT NAME
STREET ADDRESS / P.O. BOX 621 E. 6 <sup>th</sup> Street			BLDG / ROOM / SUITE
CITY Holtville	STATE CA	ZIP 92250	BILLING CONTACT NAME Anthony Martinez
BILL-TO PHONE NUMBER* 760 356 2974	FAX NUMBER	FEDERAL TAX I.D. NUMBER 95-2429231	

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER INSTALLATION LOCATION** (Separate schedules must be completed for each billing location.)

CUSTOMER LEGAL NAME Holtville Unified School District			DEPARTMENT NAME
STREET ADDRESS / P.O. BOX 621 E. 6 <sup>th</sup> Street			BLDG / FLOOR / ROOM / SUITE
CITY Holtville	STATE CA	ZIP 92250	CONTACT NAME Anthony Martinez
PHONE NUMBER 760 356 2974	FAX NUMBER		

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.
bizhub 850i (5)	
bizhub C301i (2)	
bizhub C451i (4)	
bizhub C551i (4)i	

See attached schedule for additional Equipment / Accessories

**TERM AND PAYMENT SCHEDULE**

<u>60</u> (mos.)	Monthly Payments of \$ <u>2,537.45</u> (plus applicable taxes)	Security Deposit \$ <u>0</u> (plus applicable taxes)
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THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER RENTAL AGREEMENT IDENTIFIED ABOVE.

**OWNER ACCEPTANCE**

Konica Minolta Premier Finance		
DATED	OWNER	SIGNATURE PRINT NAME

**CUSTOMER ACCEPTANCE**

Holtville Unified School District		
DATED	FULL LEGAL NAME	SIGNATURE / TITLE PRINT NAME

01/11/2010



EQUIPMENT FINANCE

CONSENT TO ASSIGNMENT

AGREEMENT # 3148810

Re: Master Agreement dated March 12, 2010 (as amended, the "Master Agreement") between Konica Minolta Business Solutions USA, Inc. ("Contractor") and The Regents of the University of Colorado ("University"); Master Premier Rental Agreement dated \_\_\_\_\_, 2024 (the "Rental Agreement") between Contractor and Holtville Unified School District ("Customer") and Schedule No. 3148810 thereto dated \_\_\_\_\_, \_\_\_\_\_, 2024 (the "Schedule") between Contractor and Customer.

Customer hereby consents to the assignment of the above-referenced Schedule to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Assignee") and, effective as of the date of this Consent to Assignment, and until further notice from Assignee to the contrary, agrees to recognize Assignee as the sole and exclusive holder of the Agreement, with all rights, benefits and privileges attendant thereto, but none of the obligations of Assignor under the Agreement. Customer further agrees to direct to Assignee, or its assignee, all payments now or hereafter becoming due pursuant to the Agreement. Customer agrees that the rights of Assignee will not be subject to any claims, defenses or set offs that Customer may have against Assignor.

Konica Minolta Business Solutions USA, Inc.
Assignor

Signature

Title Date

Holtville Unified School District
Customer

X
Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCHEDULE. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

# STATE AND LOCAL GOVERNMENT ADDENDUM

## AGREEMENT # 3148810

Addendum to Agreement # 3148810 and any future supplements/schedules thereto, between Holtville Unified School District, as Customer and Konica Minolta Premier Finance, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement. We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier, and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Konica Minolta Premier Finance

Lessor

Signature

Title

Date

Holtville Unified School District

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**CALIFORNIA JUDICIAL  
REFERENCE ADDENDUM**

**AGREEMENT #  
3148810**

Addendum to Agreement # 3148810 and any future supplements/schedules thereto, between Holtville Unified School District, as Customer and Konica Minolta Premier Finance, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

- Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
- If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
- During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.**

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

**Konica Minolta Premier Finance**

Lessor/Secured Party

Signature

Title

Date

**Holtville Unified School District**

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

***INFORMATION ITEMS***

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

***PUBLIC HEARING***

**Initial Proposal  
of the  
Holtville Unified School District  
to the  
Holtville Teachers Association**

To Fully Resolve Limited Re-openers for the 2024-2025 School Year

December 13, 2024

For reopener negotiations for the 2024-2025 school year pursuant to Article 1.2 of the 2022-2025 Agreement Between the Holtville Unified School District and the Holtville Teachers Association (“Agreement”). The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of negotiations.

**Automatic Reopeners**

The District proposes amending the existing Article 1 (Agreement), which automatically reopens during the 2024-2025 school year.

The District proposes no changes to the existing Article 20 (Employee Benefits) and Article 21 (Salaries), which automatically reopen during the 2024-2025 school year.

**Reopeners**

The District proposes no changes to Article 13 (Extra-Duty and Extracurricular and Non-Teaching Duties), Article 15 (Class Size), and Article 18 (Teacher Safety), which were reopened by HTA.

The District proposes reopening and amending Article 12 (Teaching Hours) and a new article, Professional Appearance.



# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

## School Board Meeting Agenda

***ACTION/DISCUSSION***

**Initial Proposal  
of the  
Holtville Unified School District  
to the  
Holtville Teachers Association**

To Fully Resolve Limited Re-openers for the 2024-2025 School Year

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**Automatic Reopeners**

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**Reopeners**

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The District proposes reopening and amending Article 12 (Teaching Hours) and a new article, Professional Appearance.



It is important that families and schools work together to help students achieve high academic standards. As partners in our children's education, we each have roles and responsibilities that need to be carried out to support student success in school and in life.

### School/Teacher Pledge

I agree to carry out the following responsibilities to the best of my ability:

- Provide high-quality instruction in the subject areas determined by the State of California and the Holtville Unified School District
- Have high expectations and help every child to develop a love of learning
- Provide a warm, safe and positive environment for learning
- Provide meaningful, daily homework assignments to reinforce and extend learning and to explain assignments and expectations to students clearly
- Endeavor to motivate my students to learn
- Communicate regularly with parents of student progress and achievement
- Respect the school, students, staff and families
- Provide high quality curriculum & instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet challenging state academic standards.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Parent Pledge

We, as parents, will support our children's learning in the following ways:

- Monitoring attendance.
- Making sure that homework is completed.
- Monitoring the amount of television their children watch.
- Volunteering in my child's classroom.
- Participating, as appropriate, in decisions relating to my children's education.
- Promoting positive use of my child's extracurricular time.
- Staying informed about my child's education and communicating with the school by promptly reading all notices from the school or the school district either received by my child or by mail and responding, as appropriate.
- Communicate with office staff when contact information has changed.
- Serving, to the extent possible, on parent advisory groups, such as School Site Council, English Language Advisory Committee and Parent Teacher Organization.

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Student Pledge

We, as students, will share the responsibility to improve our academic achievement and achieve the State's high standards. Specifically, we will:

- Arrive at school on time, every day and all day to learn and work hard.
- Prepare all necessary materials and charge your laptop.
- Eat and use the restroom before class.
- Use an appropriate learning environment and look presentable.
- Do not use cell phone or electronic devices other than your school laptop during class and tutoring.
- Stay focused on your class and on your goals.
- Be engaged in your classes and with your peers by asking and answering questions.
- Do my homework every day and ask for help when I need to.
- Read at least 30 minutes every day outside of school time.
- Give my parents or the adult who is responsible for my welfare all notices and information received by me from my school every day.
- Follow all school and class rules.

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Es importante que las familias y las escuelas trabajen juntas para ayudar a los estudiantes a alcanzar altos estándares académicos. Como socios en la educación de nuestros hijos/as, cada uno de nosotros tiene funciones y responsabilidades que deben llevarse a cabo para apoyar el éxito de los estudiantes en la escuela y en la vida.

### Compromiso de Escuela/Maestro/a

Acepto llevar a cabo las siguientes responsabilidades lo mejor que pueda:

- Proporcionar instrucción de alta calidad en las materias determinadas por el Estado de California y el Distrito Escolar Unificado de Holtville.
- Tener altas expectativas y ayudar a cada niño a desarrollar el amor por el aprendizaje.
- Proporcionar un ambiente cálido, seguro y positivo para el aprendizaje.
- Proporcionar tareas diarias significativas para reforzar y ampliar el aprendizaje y explicar claramente las tareas y expectativas a los estudiantes.
- Esforzarme por motivar a mis alumnos a aprender.
- Comunicarse regularmente con los padres sobre el progreso y los logros de los estudiantes.
- Respetar la escuela, los estudiantes, el personal y las familias.
- Proporcionar un plan de estudios e instrucción de alta calidad en un entorno de aprendizaje eficaz y de apoyo que permita a los niños atendidos bajo el Título I, Parte A cumplir con los exigentes estándares académicos estatales.

Firma del Maestro/a: \_\_\_\_\_ Fecha: \_\_\_\_\_

### Compromiso de los Padres

Nosotros, como padres, apoyaremos el aprendizaje de nuestros hijos/as de las siguientes maneras:

- Seguimiento de asistencia.
- Asegurarse de que se complete la tarea.
- Monitorear la cantidad de televisión que ven sus hijos/as.
- Ser voluntario en el salón de clases de mi hijo/a.
- Participar, según corresponda, en las decisiones relacionadas con la educación de mis hijos/as.
- Promover el uso positivo del tiempo extracurricular de mi hijo/a.
- Mantenerme informado sobre la educación de mi hijo/a y comunicarme con la escuela leyendo de inmediato todos los avisos de la escuela o del distrito escolar recibidos por mi hijo/a o por correo y respondiendo, según corresponda.
- Comunicarse con el personal de la oficina cuando la información de contacto haya cambiado.
- Servir, en la medida de lo posible, en grupos asesores de padres, como el Consejo Escolar, el Comité Asesor del Idioma Inglés y la Organización de Padres y Maestros/as.

Firma del Padre/Madre: \_\_\_\_\_ Fecha: \_\_\_\_\_

### Compromiso del Estudiante

Nosotros, como estudiantes, compartiremos la responsabilidad de mejorar nuestro rendimiento académico y lograr los altos estándares del estado. Específicamente, haremos:

- Llegar a la escuela a tiempo, todos los días y todo el día para aprender y trabajar duro.
- Preparar todos los materiales necesarios y cargar su computadora portátil.
- Comer y usar el baño antes de clase.
- Utilice un ambiente de aprendizaje apropiado y luzca presentable.
- No utilice teléfonos celulares ni dispositivos electrónicos que no sean la computadora portátil de la escuela durante la clase y las tutorías.
- Mantente enfocado en tu clase y en tus objetivos.
- Participe en sus clases y con sus compañeros haciendo y respondiendo preguntas.
- Hacer mi tarea todos los días y pedir ayuda cuando la necesite.
- Leer al menos 30 minutos todos los días fuera del horario escolar.
- Dar a mis padres o al adulto responsable de mi bienestar todos los avisos e información que recibo de mi escuela todos los días.
- Seguir todas las reglas de la escuela y de la clase.

Firma del Estudiante: \_\_\_\_\_ Fecha: \_\_\_\_\_

## Title I School-Level Parent and Family Engagement Policy

### Holtville Middle School

2024-25 School Year

2.0 With approval from the local governing board, Holtville Middle School has jointly developed with, and distributed to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. (EC Section 11503; 20 United States Code [U.S.C.] Section [§] 6318[b][1-4]) Every year, the school-level parent and family engagement policy is developed jointly with, agreed on with, and distributed to, parents and family members of participating children. The school-level parent and family engagement policy is submitted to the HMS School Site Council for review and approval. Then, the policy is submitted to the HUSD Governing Board for review and approval. With the updates, the policy is distributed to HMS parents and families.

### 2.1 Involvement of Parents in the Title I Program

The school-level parent and family engagement policy shall describe the means for how Holtville Middle School school shall carry out the following requirements: (20 U.S.C. § 6318[b][1])

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 U.S.C. § 6318[c][1])

At the beginning of every school year, each school hosts a back-to-school night, at a convenient time, and invites and encourages all parents and families to attend. Parent and families are provided information of their school's participation under Title I, Part A, the requirements of Title I, Part A, and the right of parents to be involved.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parental involvement. (20 U.S.C. § 6318[c][2])  
Additional meetings are offered, both in the morning and evening. To maximize parental involvement, the district may provide, with funds provided under this part, transportation, childcare, or home visits. Furthermore, parents may request individual meetings by contacting the school site and setting up an appointment.
- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 U.S.C. § 6318[c][3])

Parents are involved in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy. Each school site forms a School Site Council for involving parents in the joint planning and design of the school's program. Each School Site Council includes an adequate representation of parents of participating children.

- d) The school provides parents of participating children with the following:
- i. Timely information about the Title I program. (20 U.S.C. § 6318[c][4][A])  
At the beginning of every school year, each school hosts a back-to-school night, at a convenient time, and invites and encourages all parents and families to attend.
  - ii. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards. (20 U.S.C. § 6318[c][4][B])  
Parent and families are provided timely information of programs under Title I, Part A, a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards.
  - iii. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 U.S.C. § 6318[c][4][C])  
Parents are invited and encouraged to attend regular HMS School Site Council meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, in which the school will respond to any such suggestions as soon as practicably possible.
- e) If the schoolwide program (SWP) plan is not satisfactory to the parents of participating children, the school submits any parent comments on the plan when the school makes the plan available to the local educational agency (LEA). (20 U.S.C. § 6318[c][5])  
HMS School Site Council meets periodically throughout the school year to review the School Plan for Student Achievement. Parents and family members may submit comments with the plan, if they find that the plan under ESSA Section 1114(b) is not satisfactory, when the LEA submits the plan to the State.

## 2.2 Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A shall carry out the following requirements: (20 U.S.C. § 6318[e])

- a) The school provides assistance to parents of children served by the school or LEA, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of Title I, Part

A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 U.S.C. § 6318[e][1])

Parents will receive a grade level pamphlet with Common Core Standards, ELPAC domains, and progress monitoring reports. Parents will have access to the Synergy ParentVue parent portal to monitor their child's academic progress.

- b) The school provides materials and training to help parents work with their children to improve their children's achievement, as appropriate, to foster parental involvement. (20 U.S.C. § 6318[e][2])  
The school provides parents with support on supplemental materials so that they can support their child's academic achievement.
- c) The school educates teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. (20 U.S.C. § 6318[e][3])  
The school will supply teachers with options on ways to communicate with parents. An ongoing training during the beginning of each quarter will be implemented by administration, not to exceed thirty minutes, to revisit the importance of effective communication.
- d) The school, to the extent feasible and appropriate, coordinates and integrates parent involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. (20 U.S.C. § 6318[e][4])  
The school invites 5th graders to tour the school campus and classrooms and to explore the multiple pathways available. Parent/guardian meetings will be held periodically throughout the school year.
- e) The school ensures that information related to school and parent programs, meetings, and other activities is sent to parents of participating children in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318[e][5])  
Parent information will be available electronically through email and on the school website and as hard copies in the school office. Parent information will be sent in their preferred language.
- f) The school provides such other reasonable support for parental involvement activities under this section as parents may request. (20 U.S.C. § 6318[e][14])  
Parents/guardians will be connected through the School Site Council, HMS Parent Teacher Organization, or the HUSD Community Hub.

### 2.3 Accessibility

In carrying out the parent and family engagement requirements of Title I, Part A, **Holtville Middle School**, to the extent practicable, shall provide opportunities for the informed

participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 of the ESEA (20 U.S.C. § 6311), as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand. (20 U.S.C. § 6318[f])

- The school will provide a translator as needed for families to attend conferences.
- The school ensures access to all classrooms and facilities that can accommodate family members with physical handicaps.
- The school will provide referrals as needed for families to community resources such as lodging, food, or mental health services

## 2.4 School-Parent Compact *See attached School-Parent-Student Compact*

As a component of the school-level parent and family engagement policy, each school served under this part shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The school-parent compact shall carry out the following requirements: (20 U.S.C. § 6318[d])

- a) Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging state academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time. (20 U.S.C. § 6318[d][1])  
Holtville Middle School employees fully qualified teachers who are credentialed and who show mastery in their respective subject areas. The school supports new teachers who are working to clear their credentials in the teacher induction program. The school supports all teachers by providing all standard instructional materials, as well as supplementary instructional materials. Furthermore, the school supports all teachers with implementing state academic standards by facilitating school-led professional learning, allowing for release time for professional learning collaboration, and offering additional professional learning opportunities.
- b) Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum, the following: (20 U.S.C. § 6318[d][2])
  1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement. (20 U.S.C. § 6318[d][2][A])



Holtville Middle School offers parent-teacher conferences in one week in October annually. Additionally, HMS teachers invited parents to schedule additional meetings as needed.

2. Frequent reports to parents on their children's progress. (20 U.S.C. § 6318[d][2][B])

Holtville Middle School mails home progress reports and report cards every 6-8 weeks. Additionally, HMS conducts grade checks bi-weekly in student agendas. Teachers update grades in their gradebooks weekly. HMS also provides guidance to parents on navigating their access to their child's gradebooks online.

3. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities. (20 U.S.C. § 6318[d][2][C])

Holtville Middle School welcomes parent engagement by offering opportunities to volunteer in their child's class. Additionally, HMS welcomes parents to observe classrooms by setting an appointment through the front office.

4. Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand. (20 U.S.C. § 6318[d][2][D])

Holtville Middle School regularly sends home correspondence with students, via email, RingCentral App, Remind App, and the school website. Additionally, teacher contact information is shared at parent-teacher conferences and posted on the school website.

*\*It may be helpful to include the parent and family engagement policy review in the annual review of the School Plan for Student Achievement.*

*\*\*The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of children receiving Title I, Part A services.*



The Freedom Academy of Imperial Valley

524 W. 8<sup>th</sup> Street  
Holtville, CA 92250  
760-356-1304  
<https://fa.husd.net/>



Sam Webb Continuation High School

524 W. 8<sup>th</sup> Street  
Holtville, CA 92250  
760-356-1304  
<https://swhs.husd.net/>

November 4<sup>th</sup>, 2024

### Title I, Part A School Parent and Family Engagement Policy

The Freedom Academy of Imperial Valley and the Sam Webb High School, with parents and family members, has jointly developed, mutually agreed upon, and distributed to, parents and family members of participating children in Title I, Part A programs the following requirements as outlined in ESSA sections 1116(b) and (c).

Describe how parents and family members of participating children in Title I, Part A programs are involved in jointly developing, distributing to, a written school parent and family engagement policy, agreed upon by such parents for carrying out the requirements in ESSA Section 1116(c) through (f) (ESSA Section 1116[b][1]):

Parents are involved in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy. Each school site forms a School Site Council for involving parents in the joint planning and design of the school's program. Each School Site Council includes an adequate representation of parents of participating children.

Describe how parents and family members of participating children in Title I, Part A programs, may amend a parent and family engagement school policy that applies to all parents and family members, if necessary, to meet the requirements (ESSA Section 1116[b][2]):

Each School Site Council meets periodically throughout the school year to review the school parent and family engagement policy. Parents and family members may amend a parent and family engagement school policy that applies to all parents and family members, if necessary, to meet the requirements.

Describe how the Local Educational Agency (LEA) involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, and how the LEA may amend that policy, if necessary to meet the requirements (ESSA Section 1116[b][3]):

The HUSD Board of Education recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school

environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Describe how parents and family members of children participating in Title I, Part A programs can, if they find that the plan under ESSA Section 1112 is not satisfactory to the parents and family members, and the LEA shall submit the parent comments with the plan when the LEA submits the plan to the State (ESSA Section 1116[b][4]):

Each School Site Council meets periodically throughout the school year to review the school parent and family engagement policy. Parents and family members may submit comments with the plan, if they find that the plan under ESSA Section 1112 is not satisfactory, when the LEA submits the plan to the State.

Describe how the school served by Title I, Part A funds holds an annual meeting, at a convenient time, to which all parents and family members of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain the requirements and the rights of the parents to be involved (ESSA Section 1116[c][1]):

At the beginning of every school year, each school hosts a back-to-school night, at a convenient time, and invites and encourages all parents and families to attend. Parent and families are provided information of their school's participation under Title I, Part A, the requirements of Title I, Part A, and the right of parents to be involved.

Describe the steps that the school takes to offer a flexible number of meetings, such as meetings in the morning, afternoon, evening, or other ways and may provide, with funds provided under Title I, Part A, for transportation, childcare, or home visits, as such services relate to parental involvement (ESSA Section 1116[c][2]):

Additional meetings are offered, both in the morning and evening. To maximize parental involvement, the district may provide, with funds provided under this part, transportation, childcare, or home visits. Furthermore, parents may request individual meetings by contacting the school site and setting up an appointment.

Describe how parents and family members of participating children are involved, and in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of schoolwide program plan under ESSA Section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children (ESSA Section 1116[c][3]):

Parents are involved in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and

improvement of the school parent and family engagement policy. Each school site forms a School Site Council for involving parents in the joint planning and design of the school's program. Each School Site Council includes an adequate representation of parents of participating children.

Describe how the school is providing parents and family members of participating children of Title I, Part A programs: timely information about programs under Title I, Part A; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible (ESSA sections 1116[c][4][A-C]:

At the beginning of every school year, each school hosts a back-to-school night, at a convenient time, and invites and encourages all parents and families to attend. Parent and families are provided timely information of programs under Title I, Part A, a description, and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards. Parents are invited and encouraged to attend regular School Site Council meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, in which the school will respond to any such suggestions as soon as practicably possible.

Describe how the schoolwide program plan, ESSA Section 1114(b), is not satisfactory to the parents of participating children in Title I, Part A programs, submitting any parent comments on the plan when the school makes the plan available to the LEA (ESSA Section 1116[c][5]):

Each School Site Council meets periodically throughout the school year to review the School Plan for Student Achievement. Parents and family members may submit comments with the plan, if they find that the plan under ESSA Section 1114(b) is not satisfactory, when the LEA submits the plan to the State.

The Freedom Academy of Imperial Valley and the Sam Webb High School Title I, Part A School Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs on September 2019. The Freedom Academy of Imperial Valley will distribute the policy to all parents and family members of participating Title I, Part A students annually on or before November 2023.

**Signature Page for the Title I, Part A School Parent and Family  
Engagement Policy**



**Mitchell Drye, Principal of the Freedom Academy of Imperial Valley**

\_\_\_\_\_  
**Name and Title of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

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

## ***HOLTVILLE UNIFIED SCHOOL DISTRICT'S ANNUAL AND FIVE –YEAR FEE REPORT FOR THE 2023/24 FISCAL YEAR***

It is a requirement of Government Code Sections 66006 and 66001 that school districts provide certain financial information to the public each year. The report must be made available for public review 180 days after the close of the previous fiscal year. In addition, the governing board must review the information at its next regularly scheduled board meeting held no earlier than 15 days after the information becomes available to the public. Notice of the time and place of this meeting must be mailed at least 15 days prior to the meeting to anyone who has requested such notice. Developer fees are intended to be used for the construction and reconstruction (modernization) of school facilities to accommodate students from new development. Developer fees are not intended for general revenue purposes.

### **THE DISTRICT PROVIDES THE FOLLOWING INFORMATION IN COMPLIANCE WITH GOVERNMENT CODE SECTION 66006 FOR THE 2023/24 FISCAL YEAR:**

- I. A brief description of the type of fee in the account or fund.
- II. The amount of the fee.
- III. The beginning and ending balance of the account or fund.
- IV. Fee amounts collected and interest earned on fees.
- V. An identification of each project fees were expended on, the amount of the expenditures on each improvement, and the total percentage funded with fees.
- VI.
  - (i) An identification of each project and the estimated/actual commencement date for each project, if sufficient funds are collected.
  - (ii) An identification of each project identified in a previous report pursuant to (i) and whether construction began on the approximate date noted in the previous report.
  - (iii) For a project identified pursuant to (ii) for which construction did not commence the approximate date provided in the previous report, the reason for the delay and a revised approximate date for the commencement of construction.
- VII. A description of each interfund transfer or loan.
- VIII. Amount of funds, the number of persons or entities identified to receive those refunds, and any allocations if the administrative costs to refund the expended revenues exceed the amount to be refunded.

**SECTION A: ANNUAL REPORT 2023/24**

In accordance with Government Code Section 66006(b)(1) and (2), the Holtville Unified School District provides the following information for the 2023-24 fiscal year:

**I. Description of the Type of Reportable Fees of the Holtville Unified School District**

The Reportable Fees for the Holtville Unified School District for the fiscal year beginning on July 1, 2023, and ending June 30, 2024, consist of Level I fees. The Level I Fees are collected by Holtville Unified School District, pursuant to Education Code Section 17620 and Government Code Section 65995, for new residential and commercial/industrial development.

**II. Amount of Developer Fees**

**Table 1. Statutory Level I School Fee Amounts**

Type of Fee	Effective Dates (FY 2023-24)	Fee Amount Per Square Foot
Residential	07/01/2023 – 06/30/2024	\$4.79
Commercial/ Industrial	07/01/2023 – 06/30/2024	\$0.78

**III. Beginning and Ending Balance of Account**

Balance	Fund Balance
Beginning Balance (7/1/23)	\$122,925.69
Ending Balance (6/30/24)	\$162,797.58

**IV. Amount of Developer Fees Collected and Amount of Interest Earned**

Fees Collected	\$35,843.65
Interest Earned	\$ 5,669.61
Fair Market Value Adjustment (GASB Requirement)	\$ 4,499.63
<b>Total</b>	<b>\$46,012.89</b>

**V. Fees Were Expended For The Following Projects in Fiscal Year 2023/24**

<b>Project Description</b>	<b>Amount of Project</b>	<b>Percentage Funded with Fees</b>
Developer Fee Justification Study	\$6,141.00	100%

**VI. (i) During the 2024-25 Fiscal Year the Holtville Unified School District Will Commence Construction on the Following Projects If Sufficient Funds Are Collected.**

<b>Project</b>	<b>Estimated/ Actual Commencement Date</b>
HHS Kitchen/Multipurpose Project	1/1/2025
Finley TK/Kinder Project	4/1/2025

**(ii) Projects for which Construction Did/Did Not Commence on the Approximate Date Provided in the Previous Report, the Reason for the Delay (if applicable), and the Revised Approximate Date for the Commencement of Construction (if applicable).**

(N/A for Reason for Delay and Revised Commencement Date if project commenced on original commencement date)

<b>Project</b>	<b>Original Commencement Date</b>	<b>Reason For Delay (If Applicable)</b>	<b>Revised Commencement Date (If Applicable)</b>
HHS Kitchen/Multipurpose Project	11/01/2023	Changes in scope of the project have led to design changes that delayed submission to DSA and approval.	1/1/2025



**VII. The District Has Transferred or Made Loans From The Account As Noted  
(If Not applicable, do state N/A)**

<b>Description of Interfund Transfer or Loan</b>	<b>Funds to Which Reportable Fees Are Loaned</b>	<b>Amount</b>	<b>Date of Loan Repaid</b>	<b>Rate of Interest</b>
N/A				

**VIII. The Amount of Refunds Made or Revenues Allocated for Other Purposes if the Administrative Costs of Refunding Unexpended Revenues Exceed the Amount to be Refunded**

In the Fiscal Year 2023-24, Holtville Unified School District did NOT allocate any refunds nor revenues for other purposes pursuant to Section 66001(e) of the Government Code.

**IX. Summary Table of Fund Balance, Revenues, and Expenditures**

<b>Item</b>	<b>Total Revenues</b>
Beginning Balance (July 1, 2023)	\$122,925.69
Reportable Fees Collected, Interest Earned & GASB FMV Adjustment	\$ 46,012.89
Expenditures	\$ 6,141.00
Ending Balance (June 30, 2024)	\$162,797.58

**SECTION B: FIVE YEAR REPORT**

In accordance with Government Code Section 66001, the Holtville Unified School District provides the following information with respect to the Developer Fees in the account or sub-account(s) remaining unexpended, whether committed or uncommitted to projects:

**I. Projects Proposed in the Next Five Years for Which Fees Will Be Expended**

The fees are collected on new residential and commercial/industrial development within the Holtville Unified School District to fund school facilities required to serve students generated by new development. The fees will be used to fund construction and reconstruction of school facilities and provide interim housing as necessary.

**II. Relationship Between Fees Collected and Purpose For Which They Are Collected**

There is a reasonable relationship between fees charged and the need for construction and reconstruction of school facilities. The Holtville Unified School District does not have adequate facilities to accommodate students from new development. Furthermore, the fees collected do not exceed the cost of providing adequate school facilities.

**III. Sources of Funding**

<b>Source of Funding</b>	<b>Amount of Funding Anticipated to be Received to Complete Financing School Facilities</b>
1. State Program Funds	\$ 5,533,873
2. District Reserve Funds	\$ 3,500,000
3. General Obligation Bond Fund Balance	\$ 4,650,000
4. Statutory School Facility Fees Level I	\$ 162,798
5. Alternative School Facility Fees Level II	\$
6. Mitigation Payments	\$
7. Certificates of Participation	\$
8. Federal COVID Mitigation Funds Balance	\$ 2,291,941
<b>Total Anticipated Funding</b>	<b>\$16,138,612</b>

**HOLTVILLE UNIFIED SCHOOL DISTRICT**

**PROJECTS TO BE COMPLETED IN THE NEXT FIVE YEARS**

PROJECT NAME: HHS Kitchen/Multipurpose Project

Total Cost of Project: \$14,467,000

<b>Description of Project</b>	<b>Estimated Cost of Project</b>	<b>Source of Funds</b>	<b>Anticipated Date to Commence Project</b>
Modular Kitchen, Dining, and Multipurpose Facility at Holtville High School	\$2,291,941	1. Federal COVID Fund Balance	1/1/2025
Modular Kitchen, Dining, and Multipurpose Facility at Holtville High School	\$1,200,000	2. State Program Funds	1/1/2025
Modular Kitchen, Dining, and Multipurpose Facility at Holtville High School	\$3,500,000	3. District Reserve Funds	1/1/2025
Modular Kitchen, Dining, and Multipurpose Facility at Holtville High School	\$4,650,000	4. GO Bond Fund Balance	1/1/2025

PROJECT NAME: Finley TK/Kinder Expansion Project

Total Cost of Project: \$6,498,366

Description of Project	Estimated Cost of Project	Source of Funds	Anticipated Date to Commence Project
Six (6) TK/Kinder Classrooms	\$4,333,873	1. State Program Funds	4/1/2025
Six (6) TK/Kinder Classrooms	\$162,798	2. Level I Fees	4/1/2025
	\$	3.	
	\$	4.	

PROJECT NAME: \_\_\_\_\_

Total Cost of Project: \_\_\_\_\_

Description of Project	Estimated Cost of Project	Source of Funds	Anticipated Date to Commence Project
	\$	1.	
	\$	2.	
	\$	3.	
	\$	4.	

PROJECT NAME: \_\_\_\_\_

Total Cost of Project: \_\_\_\_\_

Description of Project	Estimated Cost of Project	Source of Funds	Anticipated Date to Commence Project
	\$	1.	
	\$	2.	
	\$	3.	
	\$	4.	

**SECTION C: REPORTABLE FEE EXPENDITURE FOR FISCAL YEAR 2023-24**

Holtville Unified School District’s Capital Public Improvements on which Reportable Fees were Expended in Fiscal Year 2023-24:

<b>Project</b>	<b>Amount Paid From Fees During FY 2023-24</b>	<b>Percent of Total Cost Funded With Fees</b>
<b>Districtwide</b>		
Developer Fee Justification Study	\$6,141	100%
<b>(Specific Project Name)</b>		
<b>Total</b>	<b>\$6,141</b>	