



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

May 20, 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



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

Monday, May 20, 2024

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

Holtville Unified School District, Board Room, 621 East 6th 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

Jasmine Garewal, Student Rep

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

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

**3. STATEMENTS FROM THE PUBLIC REGARDING ITEMS ON THE
CLOSED SESSION AGENDA.**

At this time, members of the public may address the Board only as to items on the closed session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes.

4. CLOSED SESSION

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

B) Student Discipline Pursuant to California Education Code Section 48900 #2235638788

5. REPORTABLE CLOSED SESSION ACTIONS:

6. RECOGNITIONS

Pine students

Migrant Speech & Debate

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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AGENDA PAGE 2

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

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

8. COMMUNICATIONS FROM THE SCHOOL DISTRICT

Holtville Teachers Association
California School Employees Association
Student Board Member
Governing Board
Assistant Superintendent
Superintendent

9. CONSENT AGENDA

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

A. GENERAL FUNCTION

- 1) Adoption of Minutes: April 15 & April 24, 2024 Pgs. 3-7
(Supplemental Information)

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 4/18/24 to week ending 5/16/24 Pgs. 9-24
(Supplemental Information)

C. PERSONNEL SERVICES

- 1) Certificated Resignation Pg. 26
2) Certificated Leave Pg. 27
3) Classified Resignation Pg. 28
4) Classified Employment Pg. 29
5) Classified Management/Confidential Resignation Pg. 30

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) Grant award notification for 2023-24 Mental Health Average Daily Attendance Allocation in the amount of \$18,971 Pgs. 32-36
2) Automated Vending Solutions, Inc. agreement with HMS Pgs. 37
3) 2024-25 CIF membership & agreement with HUSD Pgs. 38-42
4) Out of State end-of-year field trip for HHS seniors to Waylon's Water Park in Yuma, AZ 5/29/24 Pg. 43
5) US Bank Schedule of Fees for Services with HUSD Pgs. 44-53

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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GENERAL BUSINESS continued

- 6) *Data Sharing & Services Agreement between the Foundation for California Community Colleges & HUSD* Pgs. 54-74
- 7) *MOU between ICOE & HUSD regarding the ERP System* Pgs. 75-81
- 8) *MOU between ICOE & HUSD regarding Payroll Clerk Services* Pgs. 82-86
- 9) *Field Placement Affiliation Agreement between Grand Canyon University & HUSD* Pgs. 87-93
- 10) *Donation of \$538 from HMS PTO for the purchase of AVID Staff t-shirts* Pg. 94
- 11) *Renewal Proposal for Blanca Tolpezninkas for English 3D (Designated ELD) Consulting & Training Services for \$60, 000* Pgs. 95-98
- 12) *Renewal Quote for Renaissance Accelerated reader (AR) & SATR Assessments for \$39,126.28* Pgs. 99-103
- 13) *Renewal Quote for Renaissance Freckle for \$18,653* Pgs. 104-106
- 14) *Renewal Quote for Ellevation for \$9,705* Pg. 107
- 15) *Renewal Quote for SurveyMonkey for \$4,007.15* Pg. 108
- 16) *Quote for Great Minds Eureka Math professional Learning for \$4,800* Pg. 109
- 17) *MOU for ICOE ELD Professional Learning for \$4,800* Pgs. 110-112
- 18) *LunchAssist quote in the amount of \$14,815* Pgs. 113-116

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

10. INFORMATION ITEMS

ELD Intervention update - Ms. Herrera
Reading Intervention update – Mrs. Serrano
Construction update - Greg Cox

11. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A)** *Approve Agreement between the County of Imperial and the Holtville Unified School District for the Imperial County Sheriff's Office to Provide a School Resource Officer*
(Mr. Ruiz)

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

- B)** *Approve Board Resolution 2023/24-009 a Resolution Ordering and Election, Requesting County Elections to Conduct the Election, Requesting Consolidation of the Election, and Specifications of the Election Order*

(Mr. Ruiz) Pgs. 119-120

Motion: _____ Second: _____
Roll Call Vote: Garewal: ____ Abatti: ____ Duarte: ____ Hetser: ____ Grizzle: ____
Ayes: _____ Nays: _____ Vote: ____ - ____

- C)** *Approval for Leonardo Montoya to teach Physics in grades 9-12 for Holtville High School on a Variable Term Waiver under Ed Code 44265.3 for the 2024/25 school year*

(Mr. Ruiz)

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

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – May 20, 2024
AGENDA PAGE 4

ACTION/DISCUSSION continued

- D) Approve the Construction Plans for Holtville High School Gym and Multi-Purpose Room**
(Mr. Ruiz & Mr. Wells)

Motion: _____ *Second:* _____

Ayes: _____ *Nays:* _____ *Vote:* ____ - ____

12. FUTURE BOARD MEETING DATE

Monday, June 17, 2024, is the next Regular Board Meeting

13. ADJOURNMENT

14. CLOSED SESSION

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

MISSION STATEMENT

The Mission of the Holtville Unified School District is to ensure a standards-based curriculum that promotes excellence in academic, social and emotional growth for every student through the establishment of strong parent/school/community partnerships in a stable and safe learning environment.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

CONSENT AGENDA

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – April 15, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on April 15, 2024, at the Holtville Unified School District Board Room 621 E 6th 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; Matt Hester, Member; Kevin Grizzle, Member; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Jasmine Garewal, Student Rep

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:29 p.m.
Nothing to report.

RECOGNITIONS

Mr. Page and Ms. Herrera recognized four Finley students that were reclassified from the ELL program. They met the following criteria: Scored a 4 on the ELPAC Assessment, Teacher Evaluation, Parent Consultation, and Basic Skills relative to English Proficient met or higher on the CAASPP. The students recognized: Dorian Molina, Itzel Pacheco, Karime Ilenez and Gael Soto.

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. Mrs. Lewis (Finley Kinder teacher) shared her thoughts and recommendations for Kacy Mange (Kinder teacher). Mrs. Lewis explained that Mrs. Mange is a wonderful teacher, and she hopes that she will return next year.

COMMUNICATIONS FROM THE SCHOOL DISTRICT

Nothing to report.

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: March 11 & March 21, 2024. FINANCE AND BUSINESS – Warrant orders week beginning 3/21/24 to week ending 3/28/24. PERSONNEL SERVICES – Extra Duty Certificated Resignation of Alfredo Guzman, Yearbook Advisor at HHS. Certificated Maternity Leave of Samantha Chimits, Counselor at Pine & Alicia Arevalo, Teacher at HHS. Classified Resignation/Retirement of Lilia Madriaga, Secretary at Pine Retirement; Nazarie Robinson, Paraprofessional at Finley Resignation. GENERAL BUSINESS – Grant Award Notification for After School Education and safety Program in the amount of \$210,629.18. Automated Vending Solutions, Inc. agreement with HHS. Annual Statement of Need 30-Day Substitute and Designated Subjects Career Technical Education 30-Day Substitute Teaching Permits. Out of State end-of-year field trip for Finley 4th grade classes to Waylon's Water Park in Yuma, AZ 5/24/24 & 5/31/24. Quarterly Report on Williams Uniform Complaints for April 2024. Remind Hub renewal agreement. MOU between Imperial County Behavioral Health Services & HUSD with the goal to strengthen students' career options to building the workforce in county-operated Behavioral Health service settings through participating in the Behavioral Health Workforce Development Mentored Internship Program. HUSD hourly rates for Summer Principal, Yard Aides, Crossing Guards, AVID Tutors, Classified Substitutes, Student Workers, ASES/ELOP Tutors, and ASES Hourly Classified Office. Agreement for Guaranteed Admission MOU between HUSD & California State University San Marcos. Wilkinson Hadley King & Co. LLP agreement with HUSD to perform the 2023-24 audit. MOU between IVROP & HUSD for CGE support services. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

INFORMATION ITEMS

Construction update – Greg Cox explained that the fire alarm project will be complete at HMS soon, they have started at Finley and will start at HHS after school ends. He said that the Finley HUB building electronic locks will be complete by Wednesday as well as the fence painting. The HMS field lighting should begin after the DSA plans are finalized. He is working on a revision for the HHS kitchen/cafeteria.

Community School Program Plan update – Mr. Velazquez presented a PowerPoint on the CCSPP plan update. He explained that the application was submitted in March 2023 and it was approved in May 2023. The amount requested was \$6,175,000, but the amount awarded was \$4,750,000. He included in the slides the funding schedule for Finley, Freedom Academy, HHS, & HMS. Mrs. Duarte asked why Pine wasn't included, and Mr. Velazquez explained that the population wasn't enough. Mr. Garewal asked if the monies carried over to the next year if not used and Mr. Velazquez said that yes they are, but unfortunately in the case of Finley they will have to use the funding for the next year since they went over the current year. HTA president added that she and a couple of teachers are highly trained in the community school program and offer assistance.

**Holtville Unified School District
Regular Board Meeting
Minutes – April 15, 2024**

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ACTION/DISCUSSION ITEMS

Moved by Trustee Abatti, Seconded by Trustee Hester to approve the Declaration of Need for Fully Qualified Educators. Mr. Ruiz explained that this is an annual form that must be completed and returned to ICOE. The form certifies that in positions that are difficult to fill the District will make reasonable effort to recruit based on certain priorities. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Duarte to approve Board Resolution 2023/24-007 Classified School Employees Week May 20-24, 2024. Roll Call Vote Garewal: Aye; Abatti; Aye; Duarte: Aye; Hester: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Duarte, Seconded by Trustee Abatti to approve Board Resolution 2023/24-008 Day of the Teacher May 8, 2024. Roll Call Vote Garewal: Aye; Abatti; Aye; Duarte: Aye; Hester: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, May 20, 2024

ADJOURNMENT

The meeting adjourned at 7:12 p.m.

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

**Holtville Unified School District
Special Board Meeting
Minutes – April 24, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Special Session on April 24, 2024, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 3:06 p.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: Jasmine Garewal, Student Rep

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION In: 3:08 p.m. Out: 4:22 p.m.
Nothing to report.

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD. Nothing

ACTION/DISCUSSION ITEMS

Moved by Trustee Hester, Seconded by Trustee Duarte to approve Board Policy BP 5148.2 and Administrative Regulation AR 5148.2 for Before/After School Programs. Mr. Velazquez explained that we currently do not have a Board Policy for Before/After School Programs, but we do have an Administrative Regulation. There have been additions highlighted in yellow to the AR that include the ELOP program and an additional 30 days as well as 9 hours. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the Holtville Unified School District PE Exemption Process. Mr. Velazquez explained that although we do currently have an exemption in place, the documentation of the process along with a sample form is included. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Hester to approve the 2023-24 Holtville High School Parent and Family Engagement Policy. Mr. Velazquez explained that we do have a District level policy in place, but we are working on school site level policies. The policy has been updated with a new template. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Duarte to table the approval of the Construction Plans for Holtville High School Gym and Multi-Purpose Room. After much discussion of the new plans for the gym/multi-purpose

**Holtville Unified School District
Special Board Meeting
Minutes – April 24, 2024**

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room, the Board wants to hold another special board meeting. They asked Mr. Wells to provide a balance sheet with the cost and a comparison on the cost of just the kitchen/multi-purpose room and the kitchen/multi-purpose room with the gym addition. They also asked Greg to provide plans with an additional 7 feet to the gym for more bleachers as well as another storage room. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE

Special Board Meeting April 29, 2024

Regular Board Meeting: Monday, April 15, 2024

ADJOURNMENT

The meeting adjourned at 5:24 p.m.

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000291 - 04/18/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000291, Dated 04/18/2024					
24269970	370.50	Printed	010		A T & T (000008/2)
24269971	9,877.64	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24269972	15.00	Printed	010		Baja Desert Tire Co (000052/2)
24269973	40.34	Printed	130		Brady Industries of California (001176/1)
24269974	255.05	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24269975	2,600.00	Printed	010		CARLOS PADILLA (000660/1)
24269976	2,863.16	Printed	010		CITY OF HOLTVILLE (000102/1)
24269977	197.92	Printed	010		COUNTY MOTOR PARTS (000111/3)
24269978	230.03	Printed	010		COX.LINDSAY (000522/1)
24269979	4,550.49	Printed	010		CREATING BRAND LEGACY (000616/2)
24269980	357.95	Printed	010		D LUPITAS RESTAURANT (000119/1)
24269981	280.23	Printed	010		DEL SOL MARKET (000125/1)
24269982	49.00	Printed	010		Department of Justice Accounting Office (000130/1)
24269983	108.22	Printed	130		FBC OF HENDERSON LLC (000154/2)
24269984	265.39	Printed	010		GAS COMPANY (000172/1)
24269985	274.76	Printed	010		GEORGES PIZZA (000177/1)
24269986	3,116.17	Printed	130		GOLD STAR FOODS, INC (001163/1)
24269987	4,148.56	Printed	130		HEARTLAND SCHOOL SOLUTIONS (000194/2)
24269988	797.22	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24269989	450.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
24269990	50.00	Printed	010		IMPERIAL COUNTY SCHOOL BOARDS (000220/1)
24269991	18,392.15	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24269992	28.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
24269993	891.04	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
24269994	300.00	Printed	010		JS FLOOR COVERING (000250/1)
24269995	181.72	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
24269996	145.39	Printed	130		LUZ CHABOLLA (000495/1)
24269997	536.03	Printed	010		Page Marco (001029/1)
24269998	1,363.16	Printed	010		PHILLIPS,BRIAN (000562/1)
24269999	39.51	Printed	010		R S D (000320/1)
24270000	129.50	Printed	010		ROMANS WATER (000331/1)
24270001	300.00	Printed	010		ROMERO.CARPET CARE (001169/2)
24270002	426.47	Printed	010		SCHOOL PATHWAYS LLC (000348/1)
24270003	1,137.11	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24270004	70.74	Printed	130		SMART and FINAL (000362/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/18/2024, Filtered by (Bank Account(s) IN ("COUNTY")), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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Register 000291 - 04/18/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000291, Dated 04/18/2024 (continued)					
24270005	6,530.25	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24270006	134.35	Printed	010		T-Mobile USA, Inc. (001153/1)
24270007	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
24270008	159.00	Printed	010		VILLAPUADA, JOSE (000624/2)
24270009	855.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
24270010	69.03	Printed	010		WOLFE, EMILY (000592/2)
62,807.87		Number of Items		41	Totals for Register 000291

Org Summary

Holtville Unified School District

Check #	24269970 through	24270010	Total Count	41	\$62,807.87
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Register 000292 - 04/25/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000292, Dated 04/25/2024

24270486	4,000.00	Printed	010		ACQUIA, INC (001261/1)
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4,000.00	Number of Items	1	Totals for Register 000292
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Register 000293 - 04/25/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000293, Dated 04/25/2024					
24270912	2,286.90	Printed	010		A T & T (000008/2)
24270913	383.08	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24270914	297.30	Printed	010		AUTO ZONE (000049/1)
24270915	10,426.97	Printed	010		AZTEC CONTAINER (001230/1)
24270916	3,461.85	Printed	010		BIG SYSTEMS LLC (001270/1)
24270917	1,179.92	Printed	010		CALIBER SCREENING (000075/1)
24270918	8.62	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24270919	5,263.40	Printed	010		CARDMEMBER SERVICES (000322/2)
24270920	334.53	Printed	010		D LUPITAS RESTAURANT (000119/1)
24270921	4.13	Printed	130		DEL SOL MARKET (000125/1)
24270922	103.98	Printed	010		Department of Justice Accounting Office (000130/1)
24270923	220.00	Printed	010		EWELL EDUCATIONAL SERVICES (001186/1)
24270924	215.25	Printed	130		FBC OF HENDERSON LLC (000154/2)
24270925	184.60	Printed	010		GAS COMPANY (000172/1)
24270926	107.20	Printed	010		GEORGES PIZZA (000177/1)
24270927	2,312.70	Printed	130		GOLD STAR FOODS, INC (001163/1)
24270928	13.42	Printed	010		GONZALES, HECTOR (000780/2)
24270929	1,165.53	Printed	010		HARRISON, PATRICA (000523/1)
24270930	1,423.05	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24270931	602.75	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
24270932	23,009.59	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24270933	463.97	Printed	010		INTERSTATE BATTERY SYSTEMS OF (000236/1)
24270934	4,225.00	Printed	010		ISOM ADVISORS (000410/3)
24270935	3,579.80	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/3)
24270936	152.69	Printed	010		ORTIZ,XOCHITL (000528/1)
24270937	12,456.24	Printed	010		Pixabytes Solutions, Inc (000884/1)
24270938	8,360.00	Printed	210		PRECISION INSPECTIONS INC (001147/1)
24270939	50.68	Printed	010		R S D (000320/1)
24270940	29.12	Printed	010		RAMIREZ, RAQUEL (000779/1)
24270941	7,439.91	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24270942	124.75	Printed	130		SMART and FINAL (000362/1)
24270943	323.43	Printed	010		SPARKLETTS WATERS (000370/1)
24270944	4,311.11	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24270945	579.27	Printed	010		TouchMath LLC (000992/1)
24270946	199.73	Printed	010		WILLIAMS, SAMANTHA (000593/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/25/2024, 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 000293 - 04/25/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000293, Dated 04/25/2024 (continued)

95,300.47	Number of Items	35	Totals for Register 000293
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Org Summary

Holtville Unified School District

Check #	24270486	through	24270946	Total Count	36	\$99,300.47
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Register 000294 - 05/02/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000294, Dated 05/02/2024					
24272397	141.81	Printed	010		A T & T (000008/2)
24272398	130.00	Printed	010		AKESO OCCUPATIONAL HEALTH (001026/3)
24272399	2,612.76	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24272400	42.65	Printed	010		AUTO ZONE (000049/1)
24272401	597.16	Printed	010		AVILA, DAVID (000510/1)
24272402	210.00	Printed	010		CAL POLY SAN LUIS OBISPO (000074/1)
24272403	1,656.29	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
24272404	91.51	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24272405	125.01	Printed	130		COSTCO (000110/1)
24272406	103.98	Printed	010		D LUPITAS RESTAURANT (000119/1)
24272407	3,120.00	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
24272408	36.00	Printed	010		David West (000758/1)
24272409	1,152.00	Printed	010		DAVID WEST INSURANCE (000121/1)
24272410	103.86	Printed	010		DEL SOL MARKET (000125/1)
24272411	1,997.61	Printed	010		DELL MARKETING LP (000126/1)
24272412	1,536.07	Printed	130		DOMINOS PIZZA (000142/2)
24272413	45.00	Printed	010		EWELL EDUCATIONAL SERVICES (001186/1)
24272414	287.00	Printed	130		FBC OF HENDERSON LLC (000154/2)
24272415	1,463.52	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
24272416	293.03	Printed	010		GEORGES PIZZA (000177/1)
24272417	2,802.61	Printed	130		GOLD STAR FOODS, INC (001163/1)
24272418	1,757.05	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24272419	4,295.69	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
24272420	853.04	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24272421	561.34	Printed	010		INTERSTATE BILLING SERVICE (001051/2)
24272422	392.54	Printed	130		LUZ CHABOLLA (000495/1)
24272423	633.65	Printed	010		Page, Marco (001029/1)
24272424	32.62	Printed	010		QUILL CORP (000318/1)
24272425	222.09	Printed	010		QUILL CORP (000318/1)
24272426	1,845.28	Printed	010		R S D (000320/1)
24272427	234.50	Printed	010		RUIZ, CELSO (000576/1)
24272428	3,679.90	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24272429	1,940.00	Printed	010		SISC II Life Ins (000474/1)
24272430	6,508.58	Printed	010		SISC III (000473/1)
24272431	193,533.54	Printed	010		SISC III- INS (000361/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/02/2024, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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030 - Holtville Unified School District

Generated for Carmen Mireles (CMIRELES), May 1 2024 3:39PM

Register 000294 - 05/02/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000294, Dated 05/02/2024 (continued)

24272432	7,881.52	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24272433	224.51	Printed	010		UNFIRST CORPORATION (000727/2)
24272434	133.98	Printed	010		Velazquez, Gerardo (000795/1)
24272435	837.36	Printed	010		Verizon Wireless Services LLC (000422/1)
24272436	567.38	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
24272437	10,150.44	Printed	010		VISION SERVICE PLAN (000424/1)
24272438	12,464.09	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)

267,296.97

Number of Items

42 Totals for Register 000294

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/02/2024, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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030 - Holtville Unified School District

Generated for Carmen Mireles (CMIRELES), May 1 2024 3:39PM

Org Summary

Holtville Unified School District

Check #	24272397	through	24272438	Total Count	42	\$267,296.97
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Register 000295 - 05/09/2024

Bank Account COUNTY - County

Payee

Cancel Register (Date)

Fund

Amount Status

Bank Account COUNTY - County, Register 000295, Dated 05/09/2024

24273229	367.60	Printed	010	A T & T (000008/2)
24273230	4,325.90	Printed	010	AMAZON CAPITAL SERVICES, INC (000822/1)
24273231	125.00	Printed	010	ANGULO, ASLYNN (000506/1)
24273232	11,334.21	Printed	010	APPLE COMPUTER INC (000037/1)
24273233	115.04	Printed	010	AUTO ZONE (000049/1)
24273234	141.48	Printed	130	Brady Industries of California (001176/1)
24273235	9,250.00	Printed	010	BRAVOSOL TOURS (001134/1)
24273236	1,290.00	Printed	010	CA HAY (000999/1)
24273237	467.64	Printed	010	CALIBER SCREENING (000075/1)
24273238	23.45	Printed	010	CAPITAL ONE TRADE CREDIT (000972/3)
24273239	214.29	Printed	010	CARDMEMBER SERVICES (000322/2)
24273240	300.00	Printed	010	CARLOS PADILLA (000660/1)
24273241	5,172.00	Printed	010	CITY OF HOLTVILLE (000102/1)
24273242	852.82	Printed	010	COX.LINDSAY (000522/1)
24273243	1,525.42	Printed	010	D LUPITAS RESTAURANT (000119/1)
24273244	1,267.50	Printed	130	D STELLA HEALTH BAKERY & MORE (001219/1)
24273245	36.00	Printed	010	David West (000758/1)
24273246	1,146.00	Printed	010	DAVID WEST INSURANCE (000121/1)
24273247	275.18	Printed	010	DEL SOL MARKET (000125/1)
24273248	1,605.89	Printed	130	DOMINOS PIZZA (000142/2)
24273249	352.35	Printed	010	EMPLOYMENT DEVELOPMENT DEPT (000151/1)
24273250	8,973.09	Printed	010	ENTERPRISE FM TRUST (000767/1)
24273251	53,828.50	Printed	210	ESR Construction (000864/1)
24273252	502.25	Printed	130	FBC OF HENDERSON LLC (000154/2)
24273253	89.00	Printed	010	FORENSIC DRUG TESTING (000162/1)
24273254	225.00	Printed	010	FRANCOS AUTO ELECTRICAL (000626/1)
24273255	208.50	Printed	010	GABRIEL VARELA (001237/1)
24273256	791.96	Printed	010	GEORGES PIZZA (000177/1)
24273257	513.07	Printed	130	GOLD STAR FOODS, INC (001163/1)
24273258	2,395.34	Printed	130	HOLLANDIA DAIRY, INC (000608/1)
24273259	2,361.71	Printed	010	HOME DEPOT DEPT 32-2149095931 (000203/1)
24273260	18,298.36	Printed	010	Imperial County Sheriff (000938/1)
24273261	482.89	Printed	010	IMPERIAL VALLEY PAINT CENTER (000229/1)
24273262	309.31	Printed	010	INTERSTATE BATTERY SYSTEMS OF (000236/1)
24273263	2,403.87	Printed	010	JIM REITERS LOCKSMITH AND SAFE (000246/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/09/2024, 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 000295 - 05/09/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000295, Dated 05/09/2024 (continued)					
24273264	447.13	Printed	010		JOHNSTON, CARL J (000533/1)
24273265	3,720.51	Printed	010		JUNIOR'S CAFE , INC (001171/1)
24273266	201.40	Printed	010		KC AUTO SERVICE LLC (001091/1)
24273267	275.00	Printed	010		LORI'S SANITATION, LLC (000710/1)
24273268	57.11	Printed	130		LUZ CHABOLLA (000495/1)
24273269	941.83	Printed	010		PITNEY BOWES BANK INC PURCHASE POWER (000308/2)
24273270	216.66	Printed	010		PIZANO, NADIA (000993/1)
24273271	2,000.00	Printed	010		Pyro Spectaculars, Inc (000887/1)
24273272	37,074.90	Printed	210		PYRO-COMM SYSTEMS, INC (001068/2)
24273273	118.33	Printed	010		QUILL CORP (000318/1)
24273274	905.52	Printed	010		R S D (000320/1)
24273275	361.24	Printed	010		RUIZ, CELSO (000576/1)
24273276	300.20	Printed	010		SAN DIEGO CO OFFICE OF EDUCATI (000334/1)
24273277	6,349.43	Printed	010		SEAWORLD (001141/1)
24273278	10,884.65	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24273279	503.22	Printed	010		SHI SOFTWARE (000358/1)
24273280	1,940.00	Printed	010		SISC II Life Ins (000474/1)
24273281	204,554.85	Printed	010		SISC III- INS (000361/1)
24273282	97.24	Printed	130		SMART and FINAL (000362/1)
24273283	28.12	Printed	130		SMART and FINAL (000362/1)
24273284	45.44	Printed	130		SMART and FINAL (000362/1)
24273285	180.33	Printed	010		SPARKLETTS WATERS (000370/1)
24273286	219.70	Printed	010		STIFF, LOVETTE (000590/1)
24273287	1,661.53	Printed	010		Sutter, Jennifer (000754/2)
24273288	5,752.96	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24273289	468.74	Printed	010		TECH SOLUTIONS GROUP (001273/1)
24273290	308.56	Printed	010		TK ELEVATOR CORP (000706/2)
24273291	314.08	Printed	010		UNFIRST CORPORATION (000727/2)
24273292	1,592.74	Printed	010		UNITED VOLLEYBALL SUPPLY (001274/1)
24273293	1,741.57	Printed	010		Verizon Wireless Services LLC (000422/1)
24273294	190.00	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)

415,023.61

Number of Items

66 Totals for Register 000295

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/09/2024, Filtered by (Bank Account(s) IN (COUNTY)), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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030 - Holtville Unified School District

Generated for Susana Martinez (SMARTINEZ), May 8 2024 2:47PM

County Check Register

ReqPay94a

Org Summary

Holtville Unified School District

Check #

24273229 through

24273294 Total Count

66

\$415,023.61

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/09/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

030 - Holtville Unified School District

Generated for Susana Martinez (SMARTINEZ), May 8 2024 2:47PM

Register 000296 - 05/16/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000296, Dated 05/16/2024					
24274263	12,760.00	Printed	010		ALTA VISION, INC (000761/1)
24274264	2,972.08	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
24274265	172.68	Printed	010		ANTHONY AREVALO (000494/1)
24274266	945.85	Printed	010		AVILA, DAVID (000510/1)
24274267	849.40	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
24274268	4,022.46	Printed	010		C R and R INCORPORATED (000070/2)
24274269	1,656.29	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
24274270	114.46	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
24274271	518.70	Printed	130		CDE CASHIERS OFFICE (000095/1)
24274272	1,102.45	Printed	010		COASTAL SUPPLY CO, INC (001225/1)
24274273	208.52	Printed	010		COUNTY MOTOR PARTS (000111/3)
24274274	2,510.85	Printed	010		COX,LINDSAY (000522/1)
24274275	10,175.09	Printed	010		D LUPITAS RESTAURANT (000119/1)
24274276	69.22	Printed	010		DE LIRA, ANTHONY (001034/1)
24274277	77.43	Printed	010		DEL SOL MARKET (000125/1)
24274278	16,232.46	Printed	010		DELL MARKETING LP (000126/1)
24274279	49.00	Printed	010		Department of Justice Accounting Office (000130/1)
24274280	1,605.89	Printed	130		DOMINOS PIZZA (000142/2)
24274281	143.50	Printed	130		FBC OF HENDERSON LLC (000154/2)
24274282	89.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
24274283	221.69	Printed	010		GEORGES PIZZA (000177/1)
24274284	1,956.72	Printed	130		GOLD STAR FOODS, INC (001163/1)
24274285	1,486.96	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
24274286	107.71	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
24274287	23,927.85	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
24274288	28.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
24274289	6,141.00	Printed	250		Jack Schreder & Associates (000824/2)
24274290	39.00	Printed	010		LANSMAN,AMY (000545/1)
24274291	237.93	Printed	010		MIGUEL MATA (000496/1)
24274292	120.11	Printed	010		MSTS RECEIVABLES LLC (000190/2)
24274293	82.41	Printed	010		PIZANO, NADIA (000993/1)
24274294	14,080.00	Printed	210		PRECISION INSPECTIONS INC (001147/1)
24274295	22.40	Printed	010		QUILL CORP (000318/1)
24274296	1,067.26	Printed	010		QUILL CORP (000318/1)
24274297	362.28	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/16/2024, Filtered by (Bank Account(s) IN ("COUNTY")), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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Register 000296 - 05/16/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000296, Dated 05/16/2024 (continued)					
24274298	396.51	Printed	010		QUILL CORP (000318/1)
24274299	344.70	Printed	010		R S D (000320/1)
24274300	485.70	Printed	010		RingCentral Inc (000930/2)
24274301	188.76	Printed	010		ROMANS WATER (000331/1)
24274302	200.00	Printed	010		ROMERO CARPET CARE (001169/2)
24274303	595.00	Printed	010		ROTO ROOTER SEWER (000332/1)
24274304	385.80	Printed	010		RUIZ, CELSO (000576/1)
24274305	9,144.07	Printed	010		SCHOOL OUTFITTERS (000347/3)
24274306	4,261.01	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
24274307	7,193.01	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
24274308	134.35	Printed	010		T-Mobile USA, Inc. (001153/1)
24274309	231.43	Printed	010		UNFIRST CORPORATION (000727/2)
24274310	207.97	Printed	010		Velazquez, Gerardo (000795/1)
24274311	1,808.26	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
24274312	12,400.93	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
24274313	855.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
144,989.15			Number of Items	51	Totals for Register 000296

Org Summary

Holtville Unified School District

Check #

24274263 through

24274313 Total Count

51

\$144,989.15

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED RESIGNATION
DATE: MAY 20, 2024

The Board is requested to accept the following Certificated Resignation:

1) Jeanette Narvaez	School Nurse	5/8/24
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MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED LEAVE
DATE: MAY 20, 2024

The Board is requested to accept the following Certificated Leave:

1) Jarene Schneider	Teacher (HHS)	5/13/24 – 6/7/24
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MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RESIGNATION
DATE: MAY 20, 2024

The Board is requested to accept the following Classified Resignation:

- | | | |
|---------------------|----------------------|---------|
| 1. Jorge Hermosillo | School Proctor (HHS) | 5/16/24 |
|---------------------|----------------------|---------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2023/24
DATE: MAY 20, 2024

The Board is requested to approve the following Classified Employment for 2023-24 SY:

- | | | |
|--------------------|--------------------|--------|
| 1. Yolanda Tabarez | ELOP Tutor | Finley |
| 2. Danyw Garcia | Migrant work study | |
| 3. Valeria Guevara | Migrant work study | |
| 4. Cesar Yanez | Migrant work study | |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED MANAGEMENT/CONFIDENTIAL RESIGNATION
DATE: MAY 20, 2024


The Board is requested to accept the following Classified Management/Confidential Resignation:

- | | | |
|--------------------|------------------|---------|
| 1. Daniela Jimenez | ELOP Coordinator | 5/31/24 |
|--------------------|------------------|---------|

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS

Grant Award Notification

GRANTEE NAME AND ADDRESS Celso Ruiz, Superintendent Holtville Unified 621 East Sixth Street Holtville, CA 92250-1450				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	15197	63149	3A
Attention Celso Ruiz, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Mental Health ADA Region Group: RG-3				Resource Code	Revenue Object Code		13
Telephone (760) 356-2974				3327	8182		INDEX
Name of Grant Program 2023-24 Mental Health Average Daily Attendance (ADA) Allocation							0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$18,971		\$18,971		07/01/2023	09/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		
<p>I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P-2) Apportionment ADA calculations.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification form (AO-400) to:</p> <p style="text-align: center;">Alexa Slater, Education Fiscal Services Assistant California Department of Education 1430 N Street, Suite 2401 Sacramento, CA 95814-5901</p> <p>Please also scan and email a copy of the signed Grant Award Notification to MHADA@cde.ca.gov.</p>							
California Department of Education Contact				Job Title			
Chris Essman				Education Programs Consultant			
E-mail Address					Telephone		
cessman@cde.ca.gov					916-327-3507		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					April 5, 2024		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
Celso Ruiz				Superintendent			
E-mail Address					Telephone		
celso@husd.net					760-356-2974		
Signature					Date		
					4/29/24		

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of IDEA.
2. IDEA, Part B, funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* Parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications is available at the CDE General Assurances 2023–24 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2023-24.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies that the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. Acceptance of IDEA funds requires the grantee to complete and submit the following IDEA fiscal reports: Maintenance of Effort (MOE), per 34 *CFR* 300.203 (b–d), and Excess Cost, per 34 *CFR* 300.16. References listed above are available on the US Department of Education IDEA web page at <https://sites.ed.gov/idea/regs/b/c/300.203> and <https://sites.ed.gov/idea/regs/b/a/300.16>.
6. Payments are made on a reimbursement basis. In order to request reimbursement, the grantee must complete and return the enclosed **Special Education Federal Expenditure Report**. Each Expenditure Report submission must be accompanied by a completed **Detailed Summary of Mental Health Expenditures Worksheet** and a **Community Mental Health Affiliates (CMHA) or Private Providers Worksheet**, as appropriate. For more information on expenditure reporting and the appropriate use of supplemental worksheets, please refer to the enclosed Expenditure Reporting Instructions. Please note that additional backup documentation must be provided upon request.

Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. For information on reporting requirements and payment reimbursements, refer to the enclosed Expenditure Report Instructions.

Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported and approved by the CDE.
8. For the Final Expenditure Report, the grantee must report the total indirect costs for the grant award period. Total indirect costs must not exceed the negotiated, approved, and federally recognized indirect cost rate (ICR) for agency-wide and general management costs, according to *CFR* Part 200.331(a)(4).

The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>.

9. The grantee must complete and submit the Final Expenditure Report and supplemental Worksheet(s) to MHADA@cde.ca.gov no later than **October 30, 2025**, in order to meet end-of-year federal reporting and payment deadlines. If October 30 falls on a weekend, the final expenditure report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under the authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact the Mental Health ADA Allocation Grant Team by email at MHADA@cde.ca.gov. Please reference the LEA name and Mental Health ADA Region Code (found in the Program Office line of this grant award notification) in the subject line.

If you have questions regarding payment status, please contact the Special Education Division, Fiscal Payments I Unit, by email at SEDGrants@cde.ca.gov. Please include the CDE grant number (found at the top right-hand corner and in the header of this grant award notification) and LEA name and number in the subject line.

cc: Business Fiscal Officer

2023–24 Mental Health Average Daily Attendance Expenditure Report Instructions

What's New

Assembly Bill 181, Fiscal Year (FY) 2022–23 Education Trailer Bill Section 91, amended Section 56836.07 (d) of the *Education Code (EC)* to read, "...the Superintendent shall allocate funds per unit of average daily attendance [ADA], as defined in Section 56836.144, reported for the local educational agency [LEA] for the prior fiscal year as of the second principal apportionment."

Provision 6 of Item 6100-161-0890 of the Budget Act of 2023–24 appropriates \$69.0 million in federal Individuals with Disabilities Education Act funds for mental health related services, and new language was added that changed the distribution of the funds for FY 2023–24. Provision 6 now reads, "The Superintendent of Public Instruction shall allocate these funds to local educational agencies beginning in the 2023–24 fiscal year based upon an equal rate per pupil using the methodology specified in Section 56836.07 of the *EC*."

Based on these legislative changes, the FY 2023–24 Mental Health ADA grant awards will be allocated to each member LEA of the Special Education Local Plan Area (SELPA), not to the Administrative Unit of the SELPA. The FY 2023–24 Mental Health ADA grant awards are now individually calculated by the prior year ADA of each LEA member of the SELPA as of the second principal apportionment. Please note that this process is not inclusive of charter schools who have not applied to and accepted by a SELPA.

For grantee convenience, a Padlet has been created as a hub for Mental Health ADA form templates, guidance, training modules, frequently asked questions, funding results, etc., and is located at <https://padlet.com/aslater47/mental-health-ada-x12u44o60h632y2u>.

The submission of each Expenditure Report must be accompanied by supplemental forms that report detailed information regarding expenditures and, if applicable, service affiliates/providers. Please see the section titled Required Supplemental Forms for more detailed information.

Purpose of Report

The Expenditure Report is used to determine the grant payment based on the actual expenditures reported during the grant award period. Refer to the GAN conditions for specific required documentation.

Report Periods

- Report 1: July 1, 2023, to December 31, 2023
- Report 2: January 1, 2024, to March 31, 2024
- Report 3: April 1, 2024, to June 30, 2024
- Report 4: July 1, 2024, to September 30, 2024
- Report 5: October 1, 2024, to December 31, 2024
- Report 6: January 1, 2025, to June 30, 2025
- Report 7: July 1, 2025, to September 30, 2025
- Any report can be marked as "Final" if expenditure reporting is complete.

Please submit all reports and supplemental forms by email to MHADA@cde.ca.gov.

Report Due Dates

Reports 1–6 are due 30 days after the last day of each report period. Report 7 is due on or before October 30, 2025. Grantees are not required to submit all seven reports and may mark any report as "Final" once funds have been fully expended.

Payments

- Grantees must complete and return to the California Department of Education (CDE) the signed GAN, Mental Health ADA Federal Expenditure Report, and supplemental forms. Upon receipt of these documents, the initial payment will be issued on a reimbursement basis and determined by the expenditures reported.
- In accordance with Title 31 Code of Federal Regulations (CFR) Part 205.10, the grant payments must be limited to the actual immediate cash requirements of the grantee. Payments will be issued up to the reported expenditures.
- Title 34 CFR Section 80.20(b)(7) requires that if the state's sub-recipients receive payments, procedures must be followed to minimize the time between the receipt and disbursement of federal funds.
- Upon receipt of the Final Expenditure Report and supplemental forms, the CDE will issue up to 100 percent of the total grant award.

Required Supplemental Forms

Detailed Summary of Mental Health Expenditures Worksheet

With the submission of each Expenditure Report, grantees are required to submit the Detailed Summary of Mental Health Expenditures Worksheet.

Community Mental Health Affiliates or Private Providers Worksheet

Grantees who engage services through Community Mental Health Affiliates (CMHA) or Private Providers (Object codes 5000–5999) are additionally required to complete and submit the CMHA or Private Providers Worksheet in tandem with the Expenditure Report and Detailed Summary of Mental Health Expenditures Worksheet.

Naming Conventions for Documents and Electronic Communications

File names should be saved as follows: **FY-Regional Group-Grantee Name-Document Name**

(Example: 23-RG2-Jupiter Unified-Summary of Expenditures)

In-order-to maintain organization in the Mental Health ADA inbox, the CDE is requesting that all emails to the MHADA@cde.ca.gov inbox contain the following information in the Subject: **FY-Mental Health Regional Group-Grantee Name-Subject or Submission**

(Example 1: 23-RG2-Jupiter Unified-Submission of Report 1)

(Example 2: 23-RG2-Jupiter Unified-Request for guidance on use of funds)

Please refer to your GAN to find your Mental Health Regional Group number.

AUTOMATED VENDING SOLUTIONS, INC
1402 W. PICO AVE. UNIT A31, EL CENTRO CA 92243

DATE 1/17/2024

BUSINESS NAME: HOLTVILLE MIDDLE SCHOOL

ADDRESS: 800 BEALE AVE.

CITY: HOLTVILLE CA

ZIP CODE: 92250

PHONE NUMBER: 760-356-2811

CONTACT: MARIO A. GARCIA, PRINCIPAL

EQUIPMENT: 3 BEVERAGE MACHINES, 3 SNACK MACHINES

METER NUMBER START: _____

OTHER NOTES: _____

SERVICE AGREEMENT:

This is a one-year agreement (12) months between Automated Vending Solutions and the above listed business. The business may cancel the vending service agreement at any time if the business notifies Automated Vending Solutions with a thirty (30) day written notice requesting to cancel or terminate our vending services. The agreement will automatically renew for an additional twelve (12) months unless notice is received.

COMMISSION AS FOLLOWS:

A commission of 10% based on gross sales from our vending equipment, will be paid monthly with a detailed vending sales report. A \$500 donation will be paid upon machine delivery.

VENDOR SIGNATURE: Ronald G. Espinoza - Owner
DATE: 4-23-2024

BUSINESS REPRESENTATIVE:

PRINT NAME: Mario Garcia
SIGNATURE: [Signature]
TITLE: Principal
DATE: 4-23-24



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: March 18, 2024

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2024-2025**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2024, directly to your CIF Section Office.

2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 28, 2024.**

_____ School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2024-2025 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

CIF-SAN DIEGO SECTION MEETING DATES – 2024-2025

SECTION

	<u>EXECUTIVE COMMITTEE / WEDNESDAYS, 10:00 AM</u>	
September 11, 2024		CIF-San Diego Section Office
January 8, 2025		CIF-San Diego Section Office
March 5, 2025		CIF-San Diego Section Office
May 7, 2025		CIF-San Diego Section Office

	<u>BOARD OF MANAGERS / WEDNESDAYS, 10:00 AM</u>	
October 9, 2024		CIF-San Diego Section Office
January 22, 2025		CIF-San Diego Section Office
March 26, 2025		CIF-San Diego Section Office
May 21, 2025		CIF-San Diego Section Office

	<u>COORDINATING COUNCIL / WEDNESDAYS, 10:00 AM</u>	
August 28, 2024		CIF-San Diego Section Office
December 11, 2024		CIF-San Diego Section Office
February 12, 2025		CIF-San Diego Section Office
April 16, 2025		CIF-San Diego Section Office

STATE

COMMISSIONERS' MEETINGS

September 4-5, 2024	State Office, Sacramento
January 14-15, 2025	State Office, Sacramento
March 18-19, 2025	State Office, Sacramento
June 10-12, 2025	TBD

STATE EXECUTIVE COMMITTEE

August 28, 2024	State Office, Sacramento
October 10, 2024	Renaissance LAX Hotel
November 6, 2024	State Office, Sacramento
February 7, 2025	Long Beach Airport, Marriott
March 13, 2025	State Office, Sacramento
April 3, 2025	San Francisco Airport Marriott Waterfront
June 14, 2025	Location TBD

STATE FEDERATED COUNCIL

October 11, 2024 (Friday)	Renaissance LAX Hotel
February 6-7, 2025 (Thursday-Friday)	Long Beach Airport, Marriott
April 3-4, 2025 (Thursday-Friday).	San Francisco Airport Marriott Waterfront

NATIONAL

NATIONAL FEDERATION

September 15-17, 2024 (Section 7 & 8).	Whitefish, MT
January 3-6, 2025 (Winter Meeting)	Bonita Springs, FL
June 28- July 2, 2025 (Summer Meeting)	Chicago, IL

2024-2025
CALIFORNIA INTERSCHOLASTIC FEDERATION – SAN DIEGO SECTION
REQUEST FOR CONTINUING MEMBERSHIP AND AGREEMENT
TO CONDITIONS OF MEMBERSHIP
DUE ON OR BEFORE JUNE 28 EACH SCHOOL YEAR

The superintendent and board of trustees of the school district/private school identified below renew its application for voluntary membership in the California Interscholastic Federation – San Diego Section (CIFSDS) and affirm and agree as follows:

1. That membership in the CIFSDS is voluntary and conditioned upon actual compliance with the conditions of membership as set forth at Article 2 Section 22 of the State CIF Constitution and Bylaws and the CIFSDS application for membership;
2. That the superintendent, board of trustees and each school in the district accept and adopt the “Sixteen Principles of Pursuing Victory with Honor” as operating principles;
3. That membership in the CIFSDS is a privilege, not a right;
4. That student participation in interscholastic athletics is a privilege, not a right;
5. That participation by member schools in the CIFSDS playoffs is a privilege, not a right;
6. That the CIFSDS will adopt bylaws, policies and procedures in accordance with its governance and will enforce those bylaws, policies and procedures consistently and in accordance with the operating principles;
7. That the superintendent, board of trustees, each school in the district **and its employees, to include but not limited to, its coaches, volunteers, team attendants or the like, and booster organizations** for each school will abide by the decisions of the CIFSDS and seek redress of any grievance only through the adopted procedures of the CIFSDS;
8. That the superintendent, board of trustees, school administration, and coaches **(including booster organizations and team attendants and volunteers)** of each school in the district will not take an adverse position to the CIFSDS at any time; or encourage, expressly or impliedly, that a party take any adverse action against the CIFSDS; or benefit from any adverse decision imposed on the CIFSDS that contravenes a bylaw, or the spirit of a bylaw, adopted by the membership;
9. That a failure by the district, site administration or coaching staff to abide by the current rules, regulations, or decisions of the CIF or CIFSDS may cause the school district or one of its schools to be subject to discipline up to and including exclusion from membership in the CIFSDS.

AGREED AND ACCEPTED:

Name of Public School District/Private School (please type): _____

Reviewed by Governing Board

Date

Signature of Superintendent

Date

Print name of Superintendent

- Email form to Stacy Fisher at: sfisher@cifsd.org Attn: Compliance



JOE HEINZ, COMMISSIONER

CALIFORNIA INTERSCHOLASTIC FEDERATION- SAN DIEGO SECTION

CIF- SAN DIEGO SECTION • 3470 College Avenue • SAN DIEGO, CA 92115 • (858) 292-8165 • FAX (858) 292-1375 • CIFSDS.ORG

CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy of the California Interscholastic Federation, San Diego Section (1) defines conflicts of interest; (2) identifies classes of individuals within the Organization covered by this policy; (3) facilitates disclosure of information that may help identify conflicts of interest; and (4) specifies procedures to be followed in managing conflicts of interest.

1. **Definition of conflict of interest**

A conflict of interest arises when a person in a position of authority over the Organization may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

2. **Individuals covered**

Persons covered by this policy are the Organization's officers, directors, chief employed executive and chief employed finance executive.

3. **Facilitation of disclosure**

Persons covered by this policy will annually disclose or update to the Chair of the Board of Managers on a form provided by the Organization their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members.

4. **Procedures to manage conflicts**

For each interest disclosed to the Chair of the Board of Managers; the Chair will determine whether to: (a) take no action; (b) assure full disclosure to the Board of Managers and other individuals covered by this policy; (c) ask the person to recuse from participation in related discussions or decisions within the Organization; or (d) ask the person to resign from his or her position in the Organization or, if the person refuses to resign, become subject to possible removal in accordance with the Organization's removal procedures. The Organization's chief employed executive and chief employed finance executive will monitor proposed or ongoing transactions for conflicts of interest and disclose them to Chair of the Board of Managers in order to deal with potential or actual conflicts, whether discovered before or after the transaction has occurred.

Signature

Date

Print Name

Committee

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OUT OF STATE AND/OR OVERNIGHT TRIPS
DATE: MAY 20, 2024

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

1. Out of State field trip for HHS Senior class to Waylon's Water Park in Yuma, AZ on 5/29/24



Schedule of Fees for Services as
Filing Agent for 8038-CP
For
Holtville Unified School District
2011 Certificates of Participation
(Taxable Qualified School Construction Bonds)

CTS01010 A	Acceptance Fee - The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. Does not include legal fees.	Amount \$250.00
CTS04210	Filing Agent - Annual fee for the standard filing agent services associated with the administration of the account. Administration fees are payable in advance.	Amount \$750.00
CTS19190	Other - Fee for extraordinary items not described elsewhere. Filing 8038-CP per filing.	Amount \$100.00

Direct Out of Pocket Expenses. Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

This **FILING AGENT AGREEMENT** (this “Agreement”) is entered into as of June 14, 2024 by and between Holtville Unified School District (the “Issuer”) and U.S. Bank National Association (the “Bank”), as Filing Agent.

RECITALS

WHEREAS, the Issuer has duly authorized, sold and provided for the issuance of its Bonds, entitled Holtville Unified School District Certificates of Participation (2011 Capital Improvement Project) Series A (Qualified School Construction Bonds – Direct Payment to District) (Federally Taxable) (the “Bonds”) in an aggregate principal amount of \$1,530,000 to be issued as fully registered bonds without coupons;

WHEREAS, the Issuer will ensure that all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the Issuer and the Bank wish to provide the terms under which the Bank will act as Filing Agent for the purpose of requisitioning from the United States Treasury, Internal Revenue Service (“IRS”), on a semiannual basis, the federal subsidy payment equal to 35% of the amount of each interest payment on the Bonds (the “Direct Payment”) pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”);

WHEREAS, the Bank has agreed to serve in such capacity for and on behalf of the Issuer in addition to its service, under a separate agreement, as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

“Direct Payment” has the meaning set out in the Recitals.

“Interest Payment Date” means, with respect to the Bonds, each March 1st and September 1st commencing 03/01/2012 through 9/1/2028.

“IRS” has the meaning set out in the Recitals.

“Issuer” means Holtville Unified School District.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Recovery Act” has the meaning set out in the Recitals.

ARTICLE TWO

APPOINTMENT OF BANK AS FILING AGENT

Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Filing Agent with respect to the Bonds for the specific purpose of requisitioning from the IRS on a semiannual basis the Direct Payment pursuant to the Recovery Act, as more specifically described in Article Three.

The Bank hereby accepts its appointment and agrees to act as Filing Agent.

Section 2.02. Compensation.

As compensation for the Bank’s services as Filing Agent, the Issuer hereby agrees to pay the Bank the fee set forth on the fee schedule attached hereto as Exhibit A and made a part of this Agreement (“Fee Schedule”).

In addition, the Issuer agrees to reimburse the Bank, immediately upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

DUTIES

Section 3.01. Duties of Filing Agent.

As Filing Agent, the Bank agrees to and shall, between the 45th and 90th days prior to each Interest Payment Date, file with the IRS a completed and executed Form 8038-CP requesting the Direct Payment with respect to the Bonds. After preparing the Form 8038-CP and prior to filing with the IRS, the Bank will submit the Form 8038-CP to the Issuer for review and signature. A blank Form 8038-CP together with the Instructions for Form 8038-CP are attached hereto as Exhibit B and are made a part of this Agreement.

Section 3.02. Duties of Issuer.

The Issuer agrees to cooperate with the Filing Agent, upon its request, in the completion and execution of each Form 8038-CP so filed with the IRS, including without limitation furnishing to the Filing Agent a complete debt service schedule that provides a list of each Interest Payment Date, the total interest payable on such date, the total principal amount of Bonds expected to be outstanding on such date, the Direct Payment expected to be required from the Internal Revenue Service on such date, and the earliest date that Bonds can be called.

ARTICLE FOUR

THE ISSUER

Section 4.01. Issuer Agreements.

The Issuer agrees that:

(a) Within twenty (20) business days following issuance of the Bonds, it will file with the IRS, and provide a copy to the Filing Agent a completed and executed Form 8038-B, or applicable IRS form, with an attached complete debt service schedule, titled "Fixed Rate Bond – Debt Service Schedule," that provides the information described in the debt service schedule provided for in Section 3.02 above;

(b) On each Interest Payment Date, the Issuer will cause 100% of the interest and/or principal payment then due on the Bonds to be paid to the Bank, as Paying Agent and Bond Registrar with respect to the Bonds; and the parties understand and agree the Direct Payment requisitioned by the Filing Agent with respect to such Interest Payment Date will be paid by the IRS directly to the Issuer in partial reimbursement to the Issuer for payment of interest on the Bonds on such date; and

(c) It will review each Form 8038-CP prior to submission to the IRS by the Filing Agent and will cause it to be signed by an authorized official of the Issuer. The signature of the authorized official of the Issuer shall serve as confirmation to the Filing Agent that the Issuer has reviewed the 8038-CP and confirms that the information contained thereon is complete and accurate.

ARTICLE FIVE

THE BANK

Section 5.01. Agreements of Bank.

The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank.

Section 5.02. Reliance on Documents, etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder and in no event shall the Bank's liability exceed an amount equal to the Fees paid to the Bank in accordance with the Fee schedule.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Bank shall not be liable for the failure of the IRS to make timely Direct Payment to the Issuer.

Section 5.03. Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the Issuer.

Section 5.04. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.05. Hold Harmless.

To the extent allowed by law, the Issuer shall indemnify and hold the Bank, as Filing Agent, harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction or other final authority to be attributable to the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: Holtville Unified School District
Attn: Business Office
621 E. 6th Street
Holtville, CA 92250

If to the Bank: U.S. Bank National Association

Attn: Corporate Trust
633 W. 5th Street, 24th Floor
[] Los Angeles, CA 90808

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Filing Agent.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until either the Bank resigns or the Issuer terminates the agreement in either case as set forth below.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Filing Agent. If an instrument of acceptance by a successor Filing Agent shall not have been delivered to the Bank within thirty (30) days after the Bank gives notice of resignation, the Issuer shall automatically become the Filing Agent for itself. The provisions of Section 2.02 and Section 5.05 hereof shall survive and remain in full force and effect following the termination of this Agreement.

The Issuer may at any time terminate the Agreement with or without cause upon 30 days written notice to the Filing Agent, after which termination the Issuer shall automatically become its own Filing Agent.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 6.12. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Holtville Unified School District, Issuer

By: _____
[]

U.S. BANK NATIONAL ASSOCIATION, as
Filing Agent

By _____
[Authorized Representative]

Exhibit A

Filing Agent Fee Schedule

(attached hereto and made a part hereof)

Exhibit B

IRS Form 8038-CP and Instructions

(attached hereto and made a part hereof)



DATA SHARING AND SERVICES AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

HOLTVILLE UNIFIED SCHOOL DISTRICT

Agreement No. 00008720

This Data Sharing and Services Agreement ("Agreement") is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **HOLTVILLE UNIFIED SCHOOL DISTRICT** ("District"), to set forth the roles and responsibilities of the Parties related to District's uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter ("CaliforniaColleges Website") and Foundation's provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is operated by the Foundation on behalf of the State of California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI's tools and services constitute the K-12 student, family and educator facing tools for college planning and transition under California's Cradle to Career Data System, and are codified in Ed Code Section 60900.5;

WHEREAS, CCGI is the State of California's official provider of technical assistance regarding a-g course alignment to the Course Management Portal and to provide a one stop platform for college planning;

WHEREAS, CCGI is authorized and funded by the state to provide these services to all K-12 districts serving 6th-12th grade students, free of charge;

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education;

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District's uploading of Education Records to the CaliforniaColleges Website and Foundation's provision of technical assistance and account support services on the CaliforniaColleges Website.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purpose stated below.

II. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"Agreement" shall have the meaning set forth in the preamble above and includes all exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

Exhibit A: Data Privacy and Security Addendum
Exhibit B: Data File Technical Specifications

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as "confidential" or "proprietary" at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

"CaliforniaColleges Website" shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate

agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Agreement as **Exhibit A**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

"Data Breach" shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Effective Date" shall have the meaning set forth in Section III.A of this Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

"Misuse" shall have the meaning as set forth in Section IX.A of this Agreement.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or District, or both.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally Identifiable Information (defined below). Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

"Services" means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Agreement.

"Software" shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"System User" shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District.

Any other capitalized terms used in this Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

III. TERM AND TERMINATION

A. **Term**. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement ("Effective Date") and will continue until terminated by either party pursuant to Section III(B), (C), or (E). No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. **Termination for Convenience**. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section X of this Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. **Termination for Cause**. Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. Handling of Data Following Termination of Agreement

1. **Deletion of Data**. Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District's written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. **Requests for Return of Data to District**. In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. **Retention of Student Data by the System User after Termination**. The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to Student Data if the

student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program.

- E. **Termination for Funding Contingency**: It is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing District with written notice of termination in accordance with Section X of this Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.
2. District shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a District high school.
3. District agrees to verify accuracy of courses entered by District into the University of California ("UC") Course Management Portal at the UC Office of the President.
4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit B** to this Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
2. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.
3. District agrees to identify a Point of Contact (POC) to (1) assist the Foundation during implementation phase including providing any necessary support to Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

- A. **Data Ownership**. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Compliance with Laws. Foundation shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.

C. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. All service level support for the CaliforniaColleges Website is provided directly by Vendor. Districts should reach out to [Contact Us](#) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

D. Scope of Services. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are only possible when students’ transcript data is uploaded to their accounts.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure the data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Exhibit B** to this Agreement.
2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (CSAC), and University of California systems for verified transcript data.
3. Foundation will provide an audit report of District’s a-g course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide [technical assistance, guidance and support](#) to District staff for purposes of reconciliation of any identified discrepancies.
4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the Course Management Portal at the University of California Office of the President (CMP), and which enables students, their families and educators in their school and District to track application submission.
6. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
7. Ability for students to launch their application for admission to the University of California using the UC Application in a manner that tracks submission on the CaliforniaColleges Website.

8. Ability for students to initiate their Free Application for Federal Student Aid ("FAFSA") from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
9. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
10. The following services and supports for participating Local Educational Agencies ("LEA"):
 - a) Technical assistance to support alignment between LEA's a-g course list in the UC Course Management Portal ("CMP") and the district Student Information System ("SIS").
 - b) Training opportunities.
 - c) Implementation planning and support for strategic goal setting.
 - d) User support to respond to student, educator, and/or parent questions or other inquiries.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement to District free of charge as long as Foundation continues to receive funding from the State of California as part of the Cradle to Career Data System.
2. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice if funding from the State of California's is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Proprietary Rights and Licenses

1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.
2. **License by District to Use Feedback.** District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any

suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification Obligations of the Parties in the Event of A Data Breach

1. Foundation

- a) Foundation's indemnification obligations under this Section VIII.A.1 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District; or (3) any action or inaction by a System User.
- c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.
- d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

- a) District's indemnification obligations under this Section VIII.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall

furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. District. At District's sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. Foundation. At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. Misuse of CaliforniaColleges Website. District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IX.A in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;

2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or third party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:
 - a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;
 - b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
 - c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and

d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the

transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.

5. Other Instruments. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT

FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. Waiver. No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this

Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: ccgicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name: Eric Velazquez

Email: evelazquez@husd.net

Mailing Address:

Holtville Unified School District

621 East Sixth Street

Holtville, CA 92250

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

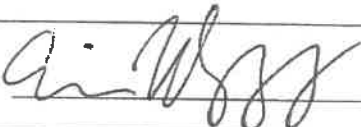
HOLTVILLE UNIFIED SCHOOL DISTRICT	FOUNDATION
By: <u></u>	By: _____
Print Name: <u>Eric Velazquez</u>	Print Name: _____
Title: <u>Projects Director</u>	Title: _____
Date: <u>2/29/2024</u>	Date: _____
DISTRICT (if second signature required)	FOUNDATION
By: _____	By: _____ N/A
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the state of California, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Fowzy Shacker
Chief Technology Officer
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(408) 910-0253
Fshacker@californiacolleges.edu

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 - 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 - 2. Via district-wide electronic course catalog file:
 - a) Course data
 - 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Agreement, System Users will be provided notification and instructions on steps to take in order to retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement, and supportive services)
 5. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis.
 6. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 7. The District's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success.
 8. If the District is a charter school, Foundation may provide Student Data to District's charter-authorizing entity pursuant to the Charter Schools Act (Education Code section 47600 et seq.)
 9. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program or to inform research and evaluation related to state funded grant programs that require participation in CCGI.
 - o If the District is a participant in a grant funded college and/or career readiness collaborative, funded by a state or local agency, in which provision of accounts on CaliforniaColleges.edu is a grant requirement, Foundation may provide Student Data in an aggregated, non-personally identifiable form, to such state and local entities and any collaborative lead agencies for the purpose of evaluating career college

readiness services or streamlining eligibility for services. CCGI will not share District data under this section, unless CCGI and the funding entity have entered into an agreement regarding use and security of District's aggregate, de-identified data.

- Foundation may also provide aggregate level data to California institutions of higher education ("IHE") in order to support IHE's in their outreach, admissions, and placement efforts to drive and improve student outcomes.
 - Foundation may also disclose aggregate level data to state agencies including, but not limited to: Cradle to Career Data System, CSAC, and the California Department of Education ("CDE") in order to support inter-segmental cooperation and help identify where information or support can help students to optimize their post-secondary opportunities.
- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

EXHIBIT B

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit B is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Technical Specifications may be iterated over time and additional optional fields may be added to the Data File Technical Specifications.

Refer to the following file specs:

[Student Template](#)

[Course Grade Template](#)

[Test Grade Template](#)

[Course Catalog Template](#)

[Manifest File Overview](#)

[High School Graduate Template](#) - Sent at the End of Year only

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with district's Student Information System provider, data may alternatively be shared via said API. Files shall minimally be uploaded on a monthly basis, though a weekly upload frequency is strongly recommended in order to ensure alignment between the districts SIS and data as displayed on CaliforniaColleges.edu and as passed to higher education systems. Should there be a delay in data uploads that renders data potentially damaging to students, or that prevents usage of the CaliforniaColleges.edu platform, CCGI reserves the right to revert to the use of CalPADS data to inform basic accounts for all students in the district until such time as a new file from the district has been received. CCGI shall not take this action without providing the District with thirty (30) days written notice.

In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1-November 30)
 - c. At the end of each term, once grades have posted
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase 1 data files (at minimum, school demographic information and student demographic information)

- b) Prepare and upload Phase 1 data files
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload
- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file)
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload

Memorandum of Understanding
**Between the Imperial County Office of Education and the Holtville Unified School
District Regarding the ERP System**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (Subscriber) for the ICOE to maintain and make available to Subscriber a business process management system of integrated fiscal, HR, and Payroll applications (ERP System) for the 2024-2025 Fiscal Year (with provisions for automatic renewal).

The terms of this Agreement are as follows:

1. **Effective Date and Term.** The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from July 1, 2024, through June 30, 2025, but shall automatically renew for a one-year period, unless ICOE or Subscriber communicates to the other party at least 120 days prior to the end of the Term a desire to end the Agreement at the current termination date. Such automatic renewal shall continue from term to term until either Party communicates a desire to end the Agreement as set forth herein.
2. **Definitions.**
 - a. "Parties" refers to both ICOE and Subscriber collectively.
 - b. "Party" refers to either ICOE or Subscriber.
 - c. "Fiscal year" means the annual period that begins on July 1 and ends on June 30 of the subsequent calendar year.
3. **ICOE Obligations:**
 - a. ICOE will manage and operate the ERP System and provide Subscriber, as a participating school district in Imperial County, with access to the following computer business services:
 - i. Accounts Payable
 - ii. Accounts Receivable
 - iii. Budgeting
 - iv. General Ledger
 - v. Position Control
 - vi. Employee Management
 - vii. Leaves of Absence
 - viii. Credentials
 - ix. Payroll
 - x. Retirement

- b. Maintain the ERP system to meet the requirements of this Agreement and any federal and state reporting requirements.
- c. Work with Subscriber to evaluate potential changes to the ERP system with consideration of costs and feasibility.
- d. Provide documentation, training and basic support to Subscriber in the usage of the ERP system and related system enhancements.

4. **Subscriber Obligations:**

- a. Subscriber will use access to the ERP system responsibly and consistent with ICOE policies.
- b. Subscriber will ensure that all of its users who are permitted access to the ERP system will use said access responsibly and that the services or access to the services and/or information are not used for:
 - i. Unlawful activities
 - ii. Commercial purposes and or personal financial gain
 - iii. In a manner that violates the confidentiality and privacy of the ERP system data
 - iv. In a manner that violates any ICOE intellectual property rights
- c. Subscriber will not extend the ICOE ERP system services to other individuals or agencies. Subscriber use shall be strictly limited to Subscriber.
- d. Monetary Obligations: In exchange for services provided by ICOE under this Agreement, Subscriber will compensate ICOE as follows:
 - i. Total Cost to Subscriber: Subscriber agrees to pay the ICOE for the services rendered based on the Cost Model set out below.
 - ii. Cost Model: The cost allocation is based on the level of usage of the ERP system.
 - 1. The cost is distributed across all subscribers based on the count of commercial and payroll warrants issued during the fiscal year two years prior to the Term of the Agreement, allocating 25% of the cost to commercial warrants activity and 75% to payroll warrants activity as detailed in Appendix A - Cost allocation.
 - 2. For subsequent Terms (assuming automatic renewal as set forth in Paragraph 1), the ICOE shall notify Subscriber in writing of its estimate of the next year's Total Cost no later than 120 days prior to the end of the current Term (which shall assume continued participation of the then current subscribers and will be subject to changes should the current subscribers non-renew or new subscribers enter the ERP system).
 - iii. Billing: ICOE shall collect payment from the Subscriber on a monthly basis for the above services for the Term of the Agreement. Payment will be collected by ICOE through an inter-district fund transfer. If the Subscriber does not have the capability of a direct transfer of funds, ICOE will invoice the Subscriber on a monthly basis for the above services. Within 30 days of receiving the ICOE's invoice, the Subscriber shall pay the invoiced amount to ICOE.

5. **Termination:**

- a. Either Party may terminate this Agreement for any reason or no reason upon a 90-day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- b. In the event that the Subscriber fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- c. In the event that ICOE fails to perform on a material term of this Agreement, then the Subscriber shall have the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.

6. **Additional Services.** In the event that the Subscriber requires services from ICOE in addition to those set forth in this Agreement, the Subscriber shall compensate ICOE for costs incurred by those additional services. If the Subscriber believes that additional services are necessary or desirable, and they are agreeable by both Parties, ICOE shall submit a written description of the additional services to the Subscriber, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

7. **Indemnification.**

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

8. **Insurance.**

- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

- b. Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
- c. The Parties acknowledge that ICOE is permissibly self-insured under California law.
- d. Upon request, each Party shall provide proof of said insurance to the other Party.

9. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
 - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.
10. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
11. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and the Subscriber and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
12. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
13. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

14. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
15. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
16. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
17. **Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
18. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
19. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
20. **Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
21. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
22. **Disclaimer of Warranties.** The use of the ERP System is on an as-is basis at the election of the Subscriber. Other than as is set forth in this Agreement, neither Party makes any representations or warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
23. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

<u>Imperial County Office of Education:</u>	<u>School District:</u>
Name: Maribel Paez	Name: Celso Ruiz
Title: Chief Business Officer	Title: Superintendent
Address: 1398 Sperber Road.	Address: 621 East 6th Street
City, State, ZIP: El Centro, CA 92243	City, State, ZIP: Holtville, CA 92250
Phone: (760) 312-6585	Phone: (760) 356-2974
Email: maribel.paez@icoe.org	Email: celso@husd.net
<p>IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.</p>	
<u>For the Imperial County Office of Education</u>	<u>For the School District</u>
By:	By:
J. Todd Finnell, Ed.D. County Superintendent of Schools	Celso Ruiz Superintendent Holtville Unified School District
Date:	Date:

ERP Cost Allocation

Budget Fiscal Year 2023-24: 1,191,880.00

Increase 3%
 Budget Fiscal Year 2024-25: 1,227,636.00
 APY 25%
 PAY 75%

	Counts from Fiscal Year 2022				Fiscal Year 2023-24			Counts from Fiscal Year 2023				Fiscal Year 2024-25			
	APY		PAY		APY	PAY		APY		PAY		APY	PAY		
	Transactions		Transactions					Transactions		Transactions					
1 Imperial Valley College	4	0.01%	9,698	11.13%	27.00	99,522.88	99,549.88	4	0.01%	9,412	10.13%	25.00	93,261.76	93,286.76	(6,263.12)
10 Brawley Elementary	1,898	4.30%	7,084	8.13%	12,812.87	72,697.47	85,510.33	2,352	4.79%	7,026	7.56%	14,700.73	69,619.33	84,320.06	(1,190.28)
12 Brawley High	2,087	4.73%	3,246	3.73%	14,088.75	33,311.12	47,399.87	2,231	4.54%	3,539	3.81%	13,944.44	35,067.29	49,011.74	1,611.86
15 Calexico Unified	4,953	11.22%	16,195	18.59%	33,436.31	166,196.43	199,632.74	5,501	11.20%	17,333	18.65%	34,382.96	171,749.47	206,132.43	6,499.69
18 Calipatria Unified	1,994	4.52%	2,276	2.61%	13,460.93	23,356.78	36,817.72	2,052	4.18%	2,431	2.62%	12,825.64	24,088.33	36,913.96	96.25
21 Central Union High	2,842	6.44%	6,765	7.77%	19,185.54	69,423.83	88,609.37	3,272	6.66%	7,280	7.83%	20,451.02	72,136.17	92,587.18	3,977.81
24 El Centro Elementary	4,323	9.79%	10,666	12.24%	29,183.36	109,456.69	138,640.05	4,298	8.75%	11,310	12.17%	26,863.83	112,068.69	138,932.52	292.47
27 Heber Elementary	1,634	3.70%	2,688	3.09%	11,030.68	27,584.81	38,615.49	1,812	3.69%	3,128	3.37%	11,325.56	30,994.77	42,320.33	3,704.85
30 Holtville Unified	2,429	5.50%	3,649	4.19%	16,397.50	37,446.79	53,844.29	2,657	5.41%	4,116	4.43%	16,607.08	40,784.68	57,391.75	3,547.47
33 Imperial Unified	2,405	5.45%	6,622	7.60%	16,235.48	67,956.33	84,191.81	2,694	5.49%	7,405	7.97%	16,838.34	73,374.77	90,213.10	6,021.29
36 Magnolia Elementary	388	0.88%	219	0.25%	2,619.28	2,247.42	4,866.70	338	0.69%	263	0.28%	2,112.60	2,606.02	4,718.62	(148.08)
39 McCabe Elementary	1,147	2.60%	2,117	2.43%	7,743.08	21,725.09	29,468.17	1,352	2.75%	2,408	2.59%	8,450.42	23,860.42	32,310.84	2,842.68
42 Meadows Elementary	1,146	2.60%	1,153	1.32%	7,736.32	11,832.32	19,568.65	1,405	2.86%	1,350	1.45%	8,781.69	13,376.90	22,158.59	2,589.94
45 Mulberry Elementary	394	0.89%	139	0.16%	2,659.78	1,426.45	4,086.23	402	0.82%	135	0.15%	2,512.62	1,337.69	3,850.31	(235.92)
48 San Pasqual Valley Unified	1,633	3.70%	1,824	2.09%	11,023.92	18,718.26	29,742.19	1,729	3.52%	1,855	2.00%	10,806.79	18,380.85	29,187.64	(554.55)
51 Seeley Elementary	876	1.98%	1,026	1.18%	5,913.63	10,529.02	16,442.65	899	1.83%	1,036	1.11%	5,619.03	10,265.53	15,884.56	(558.09)
54 Westmorland Elementary	1,007	2.28%	1,253	1.44%	6,797.97	12,858.54	19,656.52	1,065	2.17%	1,364	1.47%	6,656.58	13,515.62	20,172.20	515.68
60 ICOE	10,189	23.08%	8,828	10.13%	68,783.08	90,594.76	159,377.84	11,773	23.98%	9,491	10.21%	73,584.91	94,044.55	167,629.46	8,251.62
68 IVROP	2,651	6.01%	1,659	1.90%	17,896.16	17,025.00	34,921.16	3,159	6.43%	2,038	2.19%	19,744.73	20,194.16	39,938.89	5,017.74
71 ICOE-SIPIC	9	0.02%	-	0.00%	60.76	-	60.76	8	0.02%	-	0.00%	50.00	-	50.00	(10.75)
77 ICOE-JTPA	14	0.03%	-	0.00%	94.51	-	94.51	19	0.04%	-	0.00%	118.76	-	118.76	24.25
80 ICOE-IVTA	104	0.24%	-	0.00%	702.07	-	702.07	69	0.14%	-	0.00%	431.27	-	431.27	(270.80)
102 Balington Academy	10	0.02%	-	0.00%	67.51	-	67.51	12	0.02%	-	0.00%	75.00	-	75.00	7.50
103 Imagine Schools	2	0.00%	-	0.00%	13.50	-	13.50	-	0.00%	-	0.00%	-	-	-	(13.50)
	44,139	100.0%	87,107	100.00%	297,970.00	893,910.00	1,191,880.00	49,103	100.0%	92,920	100.00%	306,909.00	920,727.00	1,227,636.00	35,756.00

Per Section 6 of the ERP System MOU Additional Services are billed at an hourly rate of \$85.00

Memorandum of Understanding

Between the Imperial County Office of Education and Holtville Unified School District Regarding Payroll Clerk Services

This memorandum of understanding establishes an agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (District) for ICOE to provide payroll-advising services to District for the 2024-2025 Fiscal Year. The ICOE's Business Services Division will be primarily responsible for ICOE obligations under this Agreement.

The terms of this Agreement are as follows:

- 1. Effective Date and Term.** The Effective Date of the Agreement shall be the date the last party signs the Agreements. The term of the Agreement shall be from July 1, 2024, through June 30, 2025.
- 2. ICOE Obligations:**
 - a. Through a Payroll Clerk position as set out in the Agreement, the ICOE will provide payroll auditing, advice on payroll procedures and feedback to District regarding payroll errors.
 - b. Payroll Clerk will report to the ICOE's Assistant Director of District Payroll and Retirement Services.
 - c. ICOE will be responsible for training Payroll Clerk to provide services under this Agreement. This training may include other ICOE staff accompanying Payroll Clerk to District location at times.
 - d. Payroll Audit Services to be provided:
 - i. Notices of Employment will be checked for accuracy and correct salary schedule payment.
 - ii. Salary Calculations will be verified, to include equal-pay worksheets, part-time positions, balance of contract, daily and hourly positions, and overtime calculations.
 - iii. Payroll prelists will be audited to verify agreement with Notices of Employment, overtime submissions, and proper coding.
 - iv. Payroll coding will be reviewed so that proper payroll taxes and retirement contributions are taken out by the payroll system.
 - v. Said auditing will occur both before and after payroll runs. Both parties acknowledge that auditing payroll before the run is most beneficial. Due to time constraints and late submissions, payroll auditing will continue after payroll is run until the audit is complete or until the next payroll cycle is submitted.
 - e. Notify District of payroll errors discovered and advise on how said errors can be addressed.

- f. Given the limited nature of the services here, ICOE cannot guarantee that every possible payroll error will ever be discovered. However, ICOE will work diligently with District to conduct payroll auditing and provide productive feedback to increase District payroll accuracy.
- g. To the extent that ICOE views or obtains District documents, ICOE will keep such information secure and confidential.

3. District Obligations:

- a. Provide all necessary supporting documents to ICOE for a productive payroll audit. Such documentation may include, but is not limited to:
 - i. Notice of Employment
 - ii. Salary Schedule
 - iii. Average Pay Worksheet
 - iv. Dock Notice or Summary
 - v. Lottery Payment Summary
 - vi. Description of Services or Job Description
- b. With reasonable notice, District will provide office workspace available to ICOE Payroll Clerk for conducting services under this Agreement.
- c. District will be responsible for making corrections that arise from ICOE audit process.
- d. Monetary Obligations: In exchange for services provided by ICOE under this Agreement, District will compensate ICOE as follows:
 - i. Total Cost to District: **\$4,343.12** (See Attachment 1)
 - ii. Cost Model: The Total Cost to the District is determined as follows:
 - a. The cost allocation is based on the District's "Employee Count." For purposes of this Agreement, Employee Count is the number of employees paid on the October Regular payroll and November Supplemental payroll.
 - b. The total Position Cost will be the yearly salary and benefits of the District Payroll Clerk.
 - c. The Cost Per Employee is determined by dividing the Total Position Cost by the Total Employee Count for all participating districts.
 - d. The Total Cost to the District is then determined by multiplying the Cost Per Employee by the Total Position Cost. (See Attachment 1).
 - iii. Billing: ICOE shall collect payment from the District at the end of the Agreement Term for the above services. Payment will be collected by ICOE through an inter-district fund transfer. If the District does not have the capability of a direct transfer of funds, ICOE will invoice the District on a monthly basis for the above services and District shall pay the invoiced amount to ICOE within 30 days of receiving ICOE invoice.

4. Termination:

- a. Either Party may terminate this Agreement for any reason or no reason upon a 90-day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- b. In the event that the District fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- c. In the event that ICOE fails to perform on a material term of this Agreement, then the District shall have the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.

5. Additional Services:

- a. In the event either Party requires services from the other Party in addition to those set forth in this Agreement, the Party requiring additional services shall compensate the other Party for costs incurred by those additional services. If either Party believes that additional services are necessary or desirable, that Party shall submit a written description of the additional services to the other Party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

The Parties' representatives shall be:

ICOE:

Maribel Paez, CBO
Business Services
Imperial County Office of Education
1398 Sperber Road
El Centro, CA 92243
(760) 312-6585
maribel.paez@icoe.org

District:

Celso Ruiz
Superintendent
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250
(760) 356-2974
celso@husd.net

Memorandum of Understanding Between the Imperial County Office of Education and Holtville Unified School District Regarding Payroll Auditing Services for FY 2024-2025

In WITNESS WHEREOF, the parties have executed the Agreement as of the date hereof:

For the Imperial County Office of Education

For Holtville Unified School District

By: _____

By: _____

J. Todd Finnell, Ed. D.
County Superintendent of Schools

Celso Ruiz
Superintendent
Holtville Unified School District

Date: _____

Date: _____

Attachments:

Attachment 1- Cost Model for Participating Districts Spreadsheet

{Remainder of page intentionally left blank}

**Imperial County Office of Education
District Financial Services**

Yearly Cost of Payroll Clerk Per District - 2024/25

District	Employee Count* October P/R	Cost Per District
01 IVC	811	\$10,390.18
10 Brawley Elementary	621	\$7,955.98
12 Brawley Union High	266	\$3,407.88
15 Calexico Unified	1,424	\$18,243.67
18 Calipatria Unified	203	\$2,600.75
21 Central High	606	\$7,763.81
24 El Centro Elementary	1,009	\$12,926.87
27 Heber	255	\$3,266.95
30 Holtville	339	\$4,343.12
33 Imperial Unified	657	\$8,417.20
36 Magnolia Union	22	\$281.85
39 McCabe Union	188	\$2,408.57
42 Meadows Union	102	\$1,306.78
45 Mulberry	11	\$140.93
48 San Pasqual Valley Unified	151	\$1,934.55
51 Seeley Union	79	\$1,012.11
54 Westmorland Union	111	\$1,422.08
60 ICOE	780	\$9,993.02
68 IVROP	125	\$1,601.45
Total Employee Count	7,760	
Total Cost		\$99,417.75
2024-25 Cost Per Employee	\$12.81	

*Employee Count for October 2023 includes the November Supplemental Payroll

Field Placement Affiliation Agreement Between GCU and Holtville Unified School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 5/10/2024 day by and between Grand Canyon University (“GCU”) and Holtville Unified School District located at 627 East 6th St. Holtville, CA 92250 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 5/10/2024 and ends 5/10/2027.
4. **Roles & Definitions:**
 - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
 - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
 - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
 - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
 - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
 - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
 - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
 - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
 - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
 - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5d. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5e. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. RESPONSIBILITIES OF GCU:

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

9. INSURANCE AND LIABILITY

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
 - Limits of Liability:
 - \$1,000,000 Each
 - \$1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments
 - Coverage:
 - Premises/Operation Liability
 - Medical Payments Liability
 - Contractual Liability
 - Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University

COE/CHSS Affiliations

COEAffiliations@gcu.edu

Subject: Holtville Unified School District Affiliation Agreement Notification

School/District Information

Holtville Unified School District

627 East 6th St.

Holtville, CA 92250

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 5/10/2024

By: 
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 5/10/2024

Holtville Unified School District

By: _____
Signature

Name: _____

Title: _____

Date: _____

Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual 9.1.2023.pdf \(gcu.edu\)](#)

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: ACCEPTANCE OF DONATIONS
DATE: MAY 20, 2024

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

A donation of \$538 from HMS PTO to purchase AVID Staff T-shirts

**BLANCA TOLPEZNINKAS
EDUCATIONAL CONSULTING**

285 S. Redwood Drive
Reedley, CA 93654
Phone: 559.341.4931
E-Mail 1: btolpezninkas@hotmail.com
E-Mail 2: blanca@drkatekinsella.com

CONSULTING AND TRAINING SERVICE PROPOSAL

CONTRACTING AGENCY:

Holtville Unified School District
621 E. Sixth Street
Holtville, CA 92250

CONTACT PERSONS:

Eric Velasquez
Director, Secondary Multilingual Department
evelazquez@husd.net

NUMBER OF DAYS OR DATES:

16 days

TRAINING/CONSULTING FEE:

\$4000/day x 12 days = \$48,000
\$1500/half-day x 8 = \$12,000
\$60,000

PROPOSAL SUBMITTED:



CONSULTANT SIGNATURE:

PROPOSED SERVICES

- English 3D (E3D) Implementation Training/Academic Writing Training, Course A, Volume 1, 4 Days**
Provide implementation training on Dr. Kate Kinsella's core English language development program, E3D to elementary educators planning on delivering E3D/ELD instruction to grades 4-5. Training will provide opportunities to understand and implement critical instructional practices that will promote effective instruction and advance students' proficiency in their use of academic vocabulary, reading of informational text, discussing, and writing topics and concepts in academic register, and drafting formal writing assignments. Training will include opportunities for teachers to observe lesson delivery, examine program and lesson resources, and be poised for immediate implementation.
- Implementation Support: PD/Planning, 4 Cycles), 4 Days**
Provide follow-up support on E3D with a focus on implementing and strengthening program-embedded instructional practices. The format of the sessions will include opportunities for studying new/additional E3D instructional routines, and structured and guided lesson planning of E3D lessons to support and enhance language-focused lesson delivery. Teachers will also be provided additional planning tools and resources to support their understanding and implementation of the program.
- Implementation Support: In-Class Coaching, 4 Cycles), 4 Days**
After unified planning session, consultant will coach teachers during ELD period to observe and provide technical feedback on essential, critical practices to promote and accelerate academic language development for every student. Technical coaching tools will be utilized that offer non-evaluative, confidential, detailed, and concrete feedback on lesson design and delivery.

4. **Implementation Support: Collaboration & Leadership Development, 4 Days (8 Half-Days)**

Provide 8 half-days for additional training to the ELD Interventionist in the areas of Technical Coaching, curriculum implementation and educator support. This support will provide the tools necessary to support the E3D teachers in the interim, to maximize quality of implementation. Dates to be scheduled.

Provide opportunities for collaborative sessions to site/district administration, and ELD Interventionist to support the designated ELD initiative at the school site, while building a shared understanding of the pedagogy, English language development, ELD Standards and Framework. These days may include professional development, class visits/lesson observations, and debrief sessions (**2 half-days embedded within coaching dates, no additional fee**).

Consultant Signature:



Date: May 14, 2024

Flexibility Clause:

Any changes/revisions to this proposal must be mutually agreed upon, and must remain, within the confines of the original content focus.

Allowed changes to the service proposal might include any of the following:

- Re-allocation of the number of days within the consulting components established in this proposal (training, planning, coaching, and administrative meetings).
- Changes to agreed-upon consulting dates.
- Should the need arise to cancel a calendared date, the district will provide the consultant at least 3-day notice. The consultant will then follow up with the district to reschedule.
- Notice of cancellation received less than 24 hours in advance, will result in a cancellation fee. equivalent to one-half of the daily rate.

FLEXIBILITY AND CANCELLATION CLAUSE

1. Any changes or revisions to proposal will require mutual agreement between consultant and district.
2. Any content changes or revisions must remain within the scope of the original content/PD focus, in this case, English 3D training and English 3D support.
3. Changes allowed to this professional learning proposal could include:
 - a. Re-allocation of the number of days to components established in this proposal, e.g., training, co-planning, coaching, observations.
 - b. Rescheduling of proposed dates:
 - i. If the district needs to cancel/postpone a previously confirmed date, the district will provide the consultant **at least two business days' notice**. The consultant will then follow up with the district to reschedule; and
 - ii. Notice of cancellation received fewer than 24 hours prior to date of event (training, co-planning, observations, et cetera), will result in a cancellation fee equivalent to consultant's daily rate.

Holtville Unified School Dist - 271041
 621 E 6th St
 Holtville, CA 92250-1450
 Contact: Adrienne Lawson - (760) 356-2974
 Email: alawson@husd.net

Reference ID: 672842

Quote Summary	
School Count: 5	
Renaissance Products & Services Total	\$39,246.70
Applied Discounts	\$(120.42)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$39,126.28

This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360, Renaissance Star Math, Renaissance Star Reading and Star Comprehensive Suite.


By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Holtville Unified School Dist - 271041
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 5/9/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Alexis Mauren at (760)424-5715, Thank You.

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

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United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details

Holtville Unified School Dist - 271041

Products & Services	Subscription Period	Quantity	Unit Price	Total
Data Integration Services				
Custom Data Integration Level 5 Maintenance	07/01/2024 - 06/30/2025	1	\$2,500.00	\$2,500.00
Holtville Unified School Dist Subtotal			\$2,500.00	
Applied Discounts			\$0.00	
Holtville Unified School Dist Total			USD \$2,500.00	

Emmett S. Finley Elementary School - 271042

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	575	\$7.93	\$4,559.75
Star Comprehensive Suite Subscription	07/01/2024 - 06/30/2025	575	\$15.49	\$8,906.75
Platform Services				
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$750.00
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Emmett S. Finley Elementary School Subtotal			\$14,216.50	
Applied Discounts			\$(50.06)	
Emmett S. Finley Elementary School Total			USD \$14,166.43	

Holtville High School - 306983

Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	530	\$7.93	\$4,202.90
Star Reading Subscription	07/01/2024 - 06/30/2025	530	\$5.41	\$2,867.30
Platform Services				
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$750.00
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Holtville High School Subtotal			\$7,820.20	
Applied Discounts			\$(44.32)	
Holtville High School Total			USD \$7,775.88	

Holtville Middle School - 271047				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	300	\$7.93	\$2,379.00
Star Math Subscription	07/01/2024 - 06/30/2025	300	\$5.41	\$1,623.00
Star Reading Subscription	07/01/2024 - 06/30/2025	300	\$5.41	\$1,623.00
Platform Services				
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$750.00
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Holtville Middle School Subtotal			\$6,375.00	
Applied Discounts			\$(25.09)	
Holtville Middle School Total			USD \$6,349.91	

Pine School - 271038				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader 360 Subscription	07/01/2024 - 06/30/2025	250	\$10.35	\$2,587.50
Star Comprehensive Suite Subscription	07/01/2024 - 06/30/2025	250	\$15.49	\$3,872.50
Platform Services				
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$750.00
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Pine School Subtotal			\$7,210.00	
Applied Discounts			\$(0.86)	
Pine School Total			USD \$7,209.14	

Sam Webb Alt. High School - 371273				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	07/01/2024 - 06/30/2025	20	\$7.93	\$158.60
Star Math Subscription	07/01/2024 - 06/30/2025	20	\$5.41	\$108.20
Star Reading Subscription	07/01/2024 - 06/30/2025	20	\$5.41	\$108.20
Platform Services				
Annual All Product Renaissance Platform	07/01/2024 - 06/30/2025	1	\$750.00	\$750.00

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Federal I.D. 39-1559474
www.renaissance.com

Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Sam Webb Alt. High School Subtotal			\$1,125.00	
Applied Discounts			\$(0.08)	
Sam Webb Alt. High School Total			USD \$1,124.92	

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Subscription Renewal

Holtville Unified School Dist - 271041

621 E 6th St
Holtville, CA 92250-1450
Contact: Adrienne Lawson - (760) 356-2974
Email: alawson@husd.net

Quote #: RPRNQ3058098

Reference ID: 673240

Subscription Ends:
7/31/2024

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$18,653.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$18,653.00

This quote includes: Renaissance Freckle.

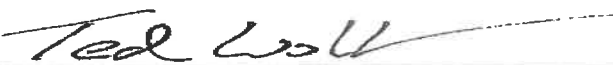
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Renaissance Learning, Inc.	Holtville Unified School Dist - 271041
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 5/9/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

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Quote #: RPRNQ3058098

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Quote #: RPRNQ3058098

Quote Details				
Emmett S. Finley Elementary School - 271042				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Freckle ELA Student Subscription	08/01/2024 - 07/31/2025	575	\$16.22	\$9,326.50
Freckle Math Student Subscription	08/01/2024 - 07/31/2025	575	\$16.22	\$9,326.50
Professional Services				
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00
Emmett S. Finley Elementary School Total			USD \$18,653.00	

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Curriculum Associates, LLC Price Quote - Q-47044

Version: 1

Quote Date: 4/3/2024

Quote Expiration Date: 7/31/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Customer: Holtville Unified School District, CA

Representative: Jeff Jimenez

Contact Name: Eric Velazquez

Email: jeff.jimenez@ellevationeducation.com

Email: evelazquez@husd.net

Phone: 617-307-5755

Phone: 760-356-2974

Address: 153 Rangeway Road,
North Billerica, MA 01862

Address: 621 East 6th Street,
Holtville, CA 92250

Start Date: 7/1/2024

End Date: 6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation CA	647	\$15.00	\$9,705.00
Subscription Total:			\$9,705.00

Services Fees

Services Total: \$0.00

Total Investment - Q-47044

Grand Total: \$9,705.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com

Eric Velazquez

From: SurveyMonkey Renewals Team <renewals@surveymonkey.com>
Sent: Monday, May 6, 2024 6:21 AM
To: Eric Velazquez
Subject: Your upcoming SurveyMonkey Enterprise renewal

Hi Eric,

The SurveyMonkey Enterprise subscription for Holtville Middle School will automatically renew on July 5, 2024.

We have the following details on file for the account:

- **Total Renewal Cost:** \$4007.15 + taxes if applicable
- **Number of Power User Seats:** 5
- **Number of Responses:** 10000
- **Annual Subscription Term:** July 5, 2024 to July 4, 2025
- **Primary Contact:** Eric Velazquez
- **Billing Contact Email:** alawson@husd.net

Please note your subscription will automatically renew unless notice is given at least 30 days prior to the end of the current subscription term. If a Purchase Order number is required for payment, please send it to us prior to the subscription start date so we can include it on your invoice.

Please let us know as soon as possible if any of the above details have changed or if you have any questions about the renewal process.

As a reminder, Momentive has returned to our SurveyMonkey brand name. If you require a new vendor form or a new W-9 form, you can access them via our [Help Center](#). To avoid delays in accepting future payments, please update our company name in your system.

Sincerely,
SurveyMonkey Renewals Team



SurveyMonkey, 1 Curiosity Way, San Mateo, CA, 94403
surveymonkey.com



every child
is capable of
greatness

Great Minds Quote

Date April 25, 2024
Expiration Date July 23, 2024
Prepared By Jamie Hudson
Email jamie.hudson@greatminds.org

Quote Number 00373291
Contact Name Patricia Harrison
Phone (760) 356-2974
Email pharrison@husd.net

Bill to Name Patricia Harrison
Bill To 621 E 6th St
Holtville, CA 92250

Ship to Name Patricia Harrison
Ship To 621 E 6th St
Holtville, CA 92250

End User

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

PD - Services	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math Squared - On-Site PD Support Services - Full Day	GM-03574	1.00	\$3,900.00	0.00%	\$3,900.00

Services	\$3,900.00
Solution Subtotal	\$3,900.00
Discount	(\$0.00)
Shipping and Handling	\$0.00
*Pre-Tax Solution Total	\$3,900.00
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$3,900.00



MEMORANDUM OF UNDERSTANDING

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

I. Purpose & Scope

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

II. ICOE Curriculum Department Responsibilities under this Agreement

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

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

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

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

Holtville Unified School District agreements under this Agreement

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

III. Cancellation of Agreement

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

IV. The Parties representatives shall be:

Imperial County Office of Education - Curriculum Department
Jeanette Montaña Senior Director

Holtville Unified School District
Anthony Arevalo Principal

Curriculum & Instruction Department Imperial County Office of Education 1398 Sperber Road El Centro, CA 92243 760-312-6129 jmontano@icoe.org
--

Holtville Unified School District 6627 East 6th St. Holtville, CA 92250 (760) 356-2974 aarevalo@husd.net

V. Effective Date and Signature

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

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

Imperial County Office of Education

Holtville Unified School District

Signature

Signature

Carlos Gonzales, Associate Superintendent
Name/ Title

Celso Ruiz/ Superintendent
Name/ Title

Date

Date



Quote For
Holtville Unified School District



LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069
(985) 966-8494
www.lunchassist.org

Quote

Holtville Unified School District

Bill To

Lucy Chabolla
627 East 6th St.
Holtville, CA 92250

Quote #

5498981000020211701

Quote Date

Apr 8, 2024 03:36 PM

Quote Expiration

May 31, 2024

Item & Description	List Price	Qty	Amount
LunchAssist PRO featuring Brigaid One year of school nutrition training through LunchAssist PRO featuring Brigaid (price for first team member)	\$ 495.00	1	\$ 495.00
District-wide LunchAssist PRO featuring Brigaid School nutrition training, professional standards tracking, resources, and reports for each team member in the school nutrition department through LunchAssist PRO featuring Brigaid (price per each additional team member).	\$ 50.00	14	\$ 700.00
Spanish Lessons through LunchAssist PRO featuring Brigaid Optional: Training available in Spanish.	\$ 375.00	1	\$ 375.00
AR Boot Camp Administrative Review Boot Camp Online Course	\$ 995.00	1	\$ 995.00
Onboarding Onboarding, set-up, and training costs for district-wide LunchAssist PRO accounts (first year only).	\$ 250.00	1	\$ 250.00
Consulting & Training One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 12,000.00	1	\$ 12,000.00
Grand Total			\$ 14,815.00

Terms & Conditions



Consulting Base Package (12K):

- Annual retainer for up to 60 contract hours
- Meet **monthly** with the school nutrition leadership team.
 - Regularly scheduled monthly meetings with clients as check-ins to go over pending projects and compliance items
- Review monthly checklists to ensure program compliance.
 - Reviewed during regularly scheduled meetings or as needed to ensure compliance with monthly/annual tasks required for the meal program.
- Ensure program staff are well equipped to fulfill all requirements and responsibilities as USDA child nutrition program operators.
 - This is done through the monthly checklists and annual compliance touchpoints that are set up by the consultant.
- Create organizational tools and timelines for meeting program deadlines.
 - Your Consultant will help you stay on top of critical deadlines and can help map out project timelines to make large projects seem less overwhelming.
- Provide ongoing training, mentoring, and coaching.
 - As the program year progresses, clients are kept in the loop on upcoming tasks/opportunities and receive advice and consolidated info on topics to ensure they are maximizing their program opportunities.
- Provide ongoing technical assistance and support through brainstorming sessions and troubleshooting problems throughout the year.
 - You will receive consistent support in making sure your program is in compliance and your Consultant will support you in creatively thinking through all of your options to ensure compliance with all aspects of the meal program.
- Serve as the resident policy expert for your USDA Child Nutrition Programs.
 - Consultant breaks down complex topics, consolidates rules, and deciphers how regulations apply to your meal program operations through regular research and contact with CDE.
- Update the school/district on relevant policy changes, emerging trends, and best practices.
 - The consultant provides support with brainstorming how to implement change into their meal program in the most efficient and effective way.
- Answer questions about program regulations.
 - Can ask your consultant questions throughout the year via email, call, or your regularly scheduled calls to discuss requirements in the meal program and how to ensure your programs are in compliance with all rules.
- Research complex regulatory issues as needed and provide tailored guidance.



- If you have questions on a specific topic, your consultant can point you in the right direction for regulations and can help break down the regulations to make sure your program is in compliance or troubleshoot how to bring your program into compliance.
- Create and review departmental policies, procedures, forms, and checklists.
 - You will get access to our curated templates for the meal program that will help streamline your operations and ensure compliance as well.
- Advise on Buy American, civil rights, financial management, food safety, and procurement.
 - Your Consultant will be able to support you in all aspects of meal program compliance including these topics. Support may be reviewing documents for compliance, providing you with regulatory guidance or templates, and determining when staff training may be needed.
- Advise on additional federal programs such as snack, supper, FFVP, and USDA Foods.
 - Your Consultant can help you apply for and manage compliance for the program listed above since every program has its own specific requirements that may or may not be intuitive or overtly discussed by CDE.
- Provide feedback and recommendations for improvements that would strengthen the program.
 - After evaluating your program through monthly compliance calls, your consultant can give feedback on improving your program operations and processes by giving realistic suggestions and access to lots of resources and templates that will help you successfully implement change.
- Other duties as requested by the school or district and as mutually agreed.
 - This will likely be an overarching item to cover Special Projects that will be discussed and agreed upon early on in their contract for the current school year.
- **Completion of ~3 Special Projects or 1 Review per year.**
 - This may include, but is not limited to
 - Personalized Staff Training
 - Grant Application
 - Create/update Employee Handbook
 - RFP / RFQ; New Program Application (ex. CACFP, AMS, SFSP)
 - Department Review and Recommendations
 - Advising on menus, recipes, and menu compliance
 - Virtual monitoring of sites
 - Claim Review (spot check view of meal counts, MPRs, claim)
 - Commodity Order Projections
 - Spending/Budget Plan support
 - Wellness Policy Support - Committee/Assessment
 - Audit Support
 - Convert from Vended to Self-Op

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

INFORMATION ITEMS

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

ACTION/DISCUSSION

Board Resolution #2023/24-008

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

Holtville Unified School District

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

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

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

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

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

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

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE Governing body of the Holtville Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District request to the Board of Supervisors of the County of Imperial to order such consolidation under Elections Code Section 10400.

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

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Holtville Unified School District hereby orders that the Imperial County Elections Department conduct the election for the following offices on the November 5, 2024, ballot:

SEATS OPEN

2

OFFICE

School Board Member

TERM

4-years

Jared Garewal
Matthew Hester

BE IT FURTHER RESOLVED AND ORDERED that the Imperial County Elections Department is ordered that in the event of a tie vote, the candidate will be selected by lot.

THE FOREGOING RESOLUTION was adopted upon motion of Board Member, _____ seconded by Board Member _____, at a regular meeting of this Board held on May 20, 2024, by the following vote:

AYES:

NOES:

ABSENT:

I, _____, Secretary for the Holtville Unified School District, do hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated above, which Resolution is on file in the office of said Board.

Secretary

Date