



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

January 20, 2026

Board of Trustees

Julie Duarte, President
Kevin Grizzle, Clerk
Larry Iten, Member
Jared Garewal, Member
Ben Abatti Jr., Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



REGULAR MEETING
of the
BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT

Tuesday, January 20, 2026

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

Julie Duarte, President

Kevin Grizzle, Clerk

Larry Iten, Member

Jared Garewal, Member

Ben Abatti Jr., Member

Sydney Trevino, 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: Public Employee Discipline/Dismissal/Release

B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6:

Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association

C) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

5. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – January 20, 2026
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6. RECOGNITIONS

Pine Students – Mrs. Williams

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: December 15, 2025 & December 16, 2025 Pgs. 3-7
(Supplemental Information)

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 12/18/25 to week ending 1/15/26 Pgs. 9-18
(Supplemental Information)

C. PERSONNEL SERVICES

- 1) Classified Resignation Pg. 20
2) Classified Employment Pg. 21
3) Certificated Retirement Pg. 22
4) Certificated Maternity Leave Pg. 23

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) Finney Architect proposal for architectural and engineering services related to TK/Kinder playground and shade structure Pgs. 25-26
2) Quarterly Report on Williams Uniform Complaints quarter ending December 31, 2025 Pg. 27
3) Attorney-Client retainer agreement with the Law Offices of Arthur M. Palkowitz Pgs. 28-30
4) MOU Regarding HMS Participation in the ASES Consortium Pgs. 31-39
5) MOA between IVROP & HUSD to support the development, implementation, and continuous improvement of high-quality CTE programs Pgs. 40-44

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – January 20, 2026
AGENDA PAGE 3

GENERAL BUSINESS continued

- 6) Education & Training Service contract between Imperial Community College District & HUSD
for Middle School Career Exploration Day Pgs. 45-47

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

10. INFORMATION ITEMS

- A) Construction Update – Greg Cox
B) MESA Program – Mr. Bojorquez & Mr. Ledon

11. ACTION/DISCUSSION

The Board is asked to approve the following items:

- A) Update Board Policy BP 6158 Independent Study and Administrative Regulation
AR 6158 Independent Study

(Mr. Velazquez) Pgs. 50-62

Motion: _____ Second: _____
Preferential Student Vote - Aye: ____ Nay: ____
Ayes: _____ Nays: _____ Vote: ____ - ____

12. FUTURE BOARD MEETING DATE

Tuesday, February 17, 2026 is the next Regular Board Meeting

13. ADJOURNMENT

14. CLOSED SESSION

- A) Closed Session in accordance with Government Code section 54957: Public Employee
Discipline/Dismissal/Release
B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6:
Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association
C) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

15. ADJOURNMENT

**** A copy is available at the District Office and/or online www.husd.net

MISSION STATEMENT

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

CONSENT AGENDA

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – December 15, 2025**

{Page 1 of 4}

The Board of Trustees of the Holtville Unified School District met in a Regular Session on December 15, 2025, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Ben Abatti Jr., President; Julie Duarte, Clerk; Kevin Grizzle, Member; Larry Iten, Member; Jared Garewal, Member; Sydney Trevino, Student Rep.; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: None

MODIFICATION OF THE AGENDA: None

REORGANIZATION OF THE BOARD

Moved by Trustee Grizzle, Seconded by Trustee Iten to nominate and elect Julie Duarte as President of the Board. Approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

Moved by Trustee Garewal, Seconded by Trustee Duarte to nominate and elect Kevin Grizzle as Clerk of the Board. Approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

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

CLOSED SESSION

Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association.

Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

REPORT OF CLOSED SESSION In: 5:03 p.m. Out: 6:03 p.m.

Nothing to report

RECOGNITIONS

HHS Football team was recognized. Mr. Arevalo introduced Coach Turner, and he thanked the Board for taking the time to recognize the HHS football team. Coach Turner had many great things to say about the team. He stated that this team gave their heart to set out to win and changed this community. From the beginning this team showed a willingness and showed up to work. He is extremely grateful for the support from the people in the stands. Each board member congratulated and expressed their gratitude and appreciation to the team, coaches and the support of the community.

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – Ms. Arias extended an invitation to the Board for the annual CTA steak dinner at Stockman’s Club. She wished everyone a Merry Christmas.

Sydney Trevino – Christmas at HHS last week was successful. Finals are this week. FFA held their winter break last Thursday. The HHS band performed at both the El Centro Christmas parade and the Christmas Light Parade in Imperial.

Garewal – thanked Mr. Abatt for his leadership as President of the Board. He wished everyone a Merry Christmas.

Iten – he wished everyone Happy Holidays and stay safe.

Grizzle – acknowledged the Ag Dept. on the improvements, looking better. He wished everyone a Merry Christmas.

Duarte – thanked the administrators and staff for their hard work and wished everyone a Merry Christmas.

Abatti – thanked the FFA program for the handmade gifts. He wished everyone a Merry Christmas.

Ruiz – wished everyone a Merry Christmas and get rest.

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD. HHS Track & Field Coach, Mr. Gray distributed a flyer about the Carrot Festival race, which proceeds go to the track team. He explained that the track team had a great season last year and he hopes that with the support of the community, this year will be even more successful.

**CONSENT AGENDA
GENERAL FUNCTIONS**

Moved by Trustee Iten, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: November 17, 2025. FINANCE AND BUSINESS – Warrant orders week beginning 11/20/25 to week ending 12/11/25. PERSONNEL SERVICES – Classified Employment of Adriana Garcia Gomez, Paraprofessional (HMS); Magaly Navarette, Paraprofessional (Finley); Jesus Enriquez, ELOP/ASES Tutor. Classified Resignation of Adriana Garcia Gomez, Yard Aide (Finley), 11/21/25. GENERAL BUSINESS – 2025-26 School Plan for Student Achievement (SPSA) for HHS. Overnight and/or Out of State trips for FFA & HHS Sports. Contract from Fenagh Engineering & Testing for TK/Kinder Project. R. Medina Inspections proposal for DSA inspection services on the Finley TK/Kinder Project. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

INFORMATION ITEMS

Teachers Mrs. Cox, Mr. Cronkright and Ms. Andrade gave a presentation on the HHS Ag Program. FFA Chapter President Loren Dhaliwal and Vice President Kyle Self also gave brief speeches on their involvement in the FFA program and the benefits it has brought to them individually. The teachers handed out a packet with information on the HHS Ag pathways, FFA activities, Ag Science AA flowchart, Teacher Journal ledgers, and teacher and classroom list of values. They also presented a PowerPoint that included a lot of information on the FFA Ag Program, also included in the presentation were many photos as well as student testimonials.

PUBLIC HEARING

Notice of Regular Meeting of the Holtville Unified School District Regarding a Resolution Approving its Annual and Five-Year Reportable Fees Report for Fiscal year 2024-25 in Compliance with Government Code Sections 66006 and 66001. No comments or questions from the Public.

ACTION/DISCUSSION ITEMS

Moved by Trustee Garewal, Seconded by Trustee Duarte to approve Board Resolution 2025/26-004 Resolution of the Board of Trustees of the Holtville Unified School District Approving its Annual and Five-year reportable fees report for Fiscal Year 2024-25 in Compliance with Government Code Section 66006 and 66001. Mr. Wells explained that this report is an annual requirement and has to be completed within 6 months of the close of our fiscal year, which is June 30th each year. We collect fees on development within the District and must use on qualifying construction projects for student facilities. Roll Call Vote: Abatti: Aye; Duarte: Aye; Grizzle: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Iten to approve Change Order 1463-01 to Class Leasing LLC Project #24087 in the amount of \$9,627 to add exterior doors to rear of modular building. These doors will provide direct access to the Nurse's office. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0. Moved by Trustee Duarte, Seconded by Trustee Iten to approve 2025-26 First Interim Report. The General Fund Unrestricted revenues are up \$28,382 since the September report due to some additional local transportation billing revenues and projected savings in contributions to SpEd accounts. The General Fund Restricted revenues are up roughly \$407,000 since the prior report due to additional funds (discretionary grant, Medi-Cal funds) less adjustments to Migrant and contributions to SpEd. The General Fund Unrestricted Expenditures are up approximately \$277,00 since September report due to the field lights replacement at HHS and an additional teaching position added. The General Fund Restricted Expenditures are up roughly \$396,000 since the prior report due to additional revenues received under the block grant program, and less cuts to Migrant. The General Fund Unrestricted Projected EFB is down - \$248,519 since the last report, while the General Restricted Projected EFB is up approximately \$11,500. The District will continue to monitor 2025-26 projections and make updates as necessary. The 2024-25 Audit Report will be in January or February and the next 2025-26 Second Interim report will be in March. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0.

**Holtville Unified School District
Regular Board Meeting
Minutes – December 15, 2025**

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FUTURE BOARD MEETING DATE

Regular Board Meeting: Tuesday, January 20, 2026

ADJOURNMENT

The meeting adjourned at 7:26 p.m.

**Julie Duarte, Clerk
Holtville Unified School District
Board of Trustees**

**Holtville Unified School District
Special Board Meeting
Minutes – December 16, 2025**

{Page 1 of 1}

The Board of Trustees of the Holtville Unified School District met in a Special Session on December 16, 2025, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 9:05 a.m. by the Presiding Chairman.

MEMBERS PRESENT: Ben Abatti Jr., President; Julie Duarte, Clerk; Kevin Grizzle, Member; Larry Iten, Member; Jared Garewal, Member; Celso Ruiz, Superintendent.

MEMBERS ABSENT: None

MODIFICATION OF THE AGENDA: None

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

PRESENTATION

Conduct AB 2158 Board Ethics Training with District Legal Counsel Kendall Swanson. The presentation included the requirements for the Board Ethics Training along with an overview and goals of the training. The overview training included the Brown Act, Public Records Disclosure/Open Records Law, General Ethics Principles and Conflict of Interest Laws.

ADJOURNMENT

The meeting was adjourned at 10:52 a.m.

**Julie Duarte, Clerk
Holtville Unified School District
Board of Trustees**

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000380 - 12/18/2025

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000380, Dated 12/18/2025

26353154	614.03	Printed	010		A T & T (000008/2)
26353155	28,380.00	Printed	210		Allegro (001057/1)
26353156	27,940.00	Printed	210		Allegro (001057/1)
26353157	2,394.47	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26353158	43.99	Printed	010		AUTO ZONE (000049/1)
26353159	250.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
26353160	4,773.80	Printed	010		C R and R INCORPORATED (000070/2)
26353161	1,816.17	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
26353162	213.43	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26353163	577.20	Printed	130		CDE CASHIERS OFFICE (000095/1)
26353164	4,801.34	Printed	010		CITY OF HOLTVILLE (000102/1)
26353165	95.56	Printed	010		COSTCO (000110/1)
26353166	253.43	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353167	53.08	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353168	131.09	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353169	284.68	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353170	670.74	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353171	2,036.48	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353172	470.00	Printed	010		D LUPITAS RESTAURANT (000119/1)
26353173	1,657.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
26353174	60.00	Printed	010		David West (000758/1)
26353175	1,128.00	Printed	010		DAVID WEST INSURANCE (000121/1)
26353176	475.79	Printed	010		DEL SOL MARKET (000125/1)
26353177	241.00	Printed	010		Department of Justice Accounting Office (000130/1)
26353178	244,027.45	Printed	210		ESR Construction (000864/1)
26353179	96,900.00	Printed	210		ESR Construction (000864/1)
26353180	105.00	Printed	010		EWELL EDUCATIONAL SERVICES (001186/1)
26353181	86.40	Printed	130		FBC OF HENDERSON LLC (000154/3)
26353182	697.95	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
26353183	1,565.40	Printed	010		GEORGES PIZZA (000177/1)
26353184	2,100.50	Printed	130		GOLD STAR FOODS, INC (001163/2)
26353185	600.00	Printed	010		GONZALES, JOSE (001367/1)
26353186	15.69	Printed	010		GUZMAN, YEENI (001414/1)
26353187	4,140.38	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26353188	59.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/18/2025, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Register 000380 - 12/18/2025

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000380, Dated 12/18/2025 (continued)					
26353189	59.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26353190	1,123.62	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
26353191	3,811.99	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
26353192	100.80	Printed	010		Irma Marquez (001332/1)
26353193	1,635.30	Printed	010		JOHNSON CONTROLS FIRE (000484/1)
26353194	22.16	Printed	010		JOSE CHABOYA (000497/1)
26353195	166.53	Printed	010		MANCILLAS-RIVERA NAYELI (001427/1)
26353196	192.88	Printed	010		MANGE,MARCI (000553/1)
26353197	3,485.00	Printed	010		MEDIC FIRST (000700/4)
26353198	390.00	Printed	010		MIRA MESA WRESTLING (000337/7)
26353199	150,850.00	Printed	010		MUSCO SPORTS LIGHTING, LLC (000746/2)
26353200	92.95	Printed	010		PIZANO, NADIA (000993/1)
26353201	354.12	Printed	010		QUILL CORP (000318/1)
26353202	23.42	Printed	010		RAMIREZ, RAQUEL (000779/1)
26353203	323.00	Printed	010		RUIZ,CELSO (000576/1)
26353204	187.00	Printed	010		SAN JOAQUIN COUNTY OF ED (000776/2)
26353205	12,045.48	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26353206	1,598.30	Printed	010		SISC II Life Ins (000474/1)
26353207	13,465.00	Printed	010		SISC III (000473/1)
26353208	214,082.49	Printed	010		SISC III- INS (000361/1)
26353209	304.00	Printed	010		SOTO, KARLA (001451/1)
26353210	11,232.59	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26353211	138.50	Printed	010		T-Mobile USA, Inc. (001153/1)
26353212	312.54	Printed	010		UNFIRST CORPORATION (000727/2)
26353213	4,800.72	Printed	010		VISION SERVICE PLAN (000424/1)
26353214	11,922.24	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
862,379.18		Number of Items		61	Totals for Register 000380

Org Summary

Holtville Unified School District

Check #	26353154 through	26353214	Total Count	61	\$862,379.18
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Register 000382 - 01/08/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000382, Dated 01/08/2026					
26354755	6,500.00	Printed	010		A M DESERT STORM CONCRETE (000007/1)
26354756	433.08	Printed	010		A T & T (000008/2)
26354757	4,013.25	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26354758	259.79	Printed	010		AUTO ZONE (000049/1)
26354759	1,490.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
26354760	545.23	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26354761	532.93	Printed	010		Cronkright, Carson (000916/3)
26354762	117.77	Printed	010		D LUPITAS RESTAURANT (000119/1)
26354763	325.12	Printed	010		D LUPITAS RESTAURANT (000119/1)
26354764	399.60	Printed	010		D LUPITAS RESTAURANT (000119/1)
26354765	430.78	Printed	010		D LUPITAS RESTAURANT (000119/1)
26354766	303.06	Printed	010		DEL SOL MARKET (000125/1)
26354767	1,307.79	Printed	010		ENTERPRISE FM TRUST (000767/1)
26354768	1,458.00	Printed	300		FINNEY ARCHITECTS, INC (001156/1)
26354769	3,978.99	Printed	010		Frontline Technologies Group (000914/2)
26354770	1,381.65	Printed	010		GAS COMPANY (000172/1)
26354771	328.96	Printed	010		GEORGES PIZZA (000177/1)
26354772	1,118.11	Printed	130		GOLD STAR FOODS, INC (001163/2)
26354773	9.24	Printed	010		GONZALES, HECTOR (000780/2)
26354774	981.91	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26354775	750.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26354776	300.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26354777	500.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26354778	270.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26354779	31,429.95	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
26354780	2,001.00	Printed	010		INSTRUCTURE, INC (001455/2)
26354781	1,178.75	Printed	010		Jack Schreder & Associates (000824/2)
26354782	2,734.10	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/4)
26354783	880.00	Printed	210		LANDMARK CONSULTANTS, INC (000717/1)
26354784	11.91	Printed	010		MENDEZ, MARINA (001349/1)
26354785	22.24	Printed	010		NAPA AUTO PARTS (001445/2)
26354786	559.88	Printed	010		NCS PEARSON, INC (000301/2)
26354787	216.94	Printed	010		PIZANO, NADIA (000993/1)
26354788	6,600.00	Printed	210		PRECISION INSPECTIONS INC (001147/2)
26354789	245.80	Printed	010		Primo Brands BlueTriton Brands Inc (001388/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/08/2026, 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 Jordi Garcia (JORDI.GARCIA), Jan 7 2026 2:40PM

Register 000382 - 01/08/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000382, Dated 01/08/2026 (continued)

26354790	660.00	Printed	010		R and M SPORTS (000319/1)
26354791	1,110.11	Printed	010		R S D (000320/1)
26354792	13.24	Printed	010		RAMIREZ, RAQUEL (000779/1)
26354793	650.00	Printed	010		Santana Boys Soccer (000186/7)
26354794	3,372.08	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26354795	2,281.03	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26354796	3,366.11	Printed	010		Tommys Screen Printing (000395/1)
26354797	625.33	Printed	010		UNFIRST CORPORATION (000727/2)

85,693.73

Number of Items

43 Totals for Register 000382

Org Summary

Holtville Unified School District

Check #	26354316 through	26354797	Total Count	44	\$87,238.45
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Register 000381 - 01/08/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000381, Dated 01/08/2026					
26354316	1,544.72	Printed	010		CALIBER SCREENING (000075/1)
	1,544.72	Number of Items	1	Totals for Register 000381	

Register 000383 - 01/15/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000383, Dated 01/15/2026

26355779	1,444.12	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26355780	72.31	Printed	010		AUTO ZONE (000049/1)
26355781	1,816.17	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
26355782	198.68	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26355783	2,854.01	Printed	010		CITY OF HOLTVILLE (000102/1)
26355784	399.00	Printed	010		COX.LINDSAY (000522/1)
26355785	127.03	Printed	010		D LUPITAS RESTAURANT (000119/1)
26355786	10.60	Printed	010		D LUPITAS RESTAURANT (000119/1)
26355787	269.16	Printed	010		D LUPITAS RESTAURANT (000119/1)
26355788	60.00	Printed	010		David West (000758/1)
26355789	1,134.00	Printed	010		DAVID WEST INSURANCE (000121/1)
26355790	26.27	Printed	130		DEL SOL MARKET (000125/1)
26355791	331.00	Printed	010		Department of Justice Accounting Office (000130/1)
26355792	178.03	Printed	010		EAN SERVICES, LLC (000688/3)
26355793	9,490.97	Printed	010		ENTERPRISE FM TRUST (000767/1)
26355794	23.25	Printed	010		EYE MED (000465/1)
26355795	86.40	Printed	130		FBC OF HENDERSON LLC (000154/3)
26355796	674.70	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
26355797	90,817.65	Printed	560		FIRST FDN PUBLIC FIANCE (001002/1)
26355798	198.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
26355799	61.23	Printed	010		GEORGES PIZZA (000177/1)
26355800	3,212.44	Printed	130		GOLD STAR FOODS, INC (001163/2)
26355801	12.39	Printed	010		GUZMAN, YEENI (001414/1)
26355802	2,363.15	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26355803	300.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26355804	100.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26355805	193.20	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26355806	177.80	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26355807	4,599.33	Printed	010		HOME DEPOT Dept. 32-2152430579 (000203/2)
26355808	4,440.43	Printed	010		HOWARD INDUSTRIES (000892/2)
26355809	130.00	Printed	010		HUNTER GRACE ANDRADE (001392/1)
26355810	300.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
26355811	16.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/3)
26355812	527.00	Printed	010		INVICTA PCS LLC (001326/1)
26355813	6,200.00	Printed	010		J & A Plumbing LLC (001466/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/15/2026, Filtered by (Source = N, Pay To = N,
Payment Method = N, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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030 - Holtville Unified School District

Generated for Jordi Garcia (JORDI.GARCIA), Jan 14 2026 3:33PM

Register 000383 - 01/15/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000383, Dated 01/15/2026 (continued)					
26355814	58.93	Printed	010		JOSE CHABOYA (000497/1)
26355815	46.01	Printed	010		KC AUTO SERVICE LLC (001368/1)
26355816	1,165.75	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
26355817	713.91	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
26355818	1,620.00	Printed	210		LANDMARK CONSULTANTS, INC (000717/1)
26355819	329.75	Printed	130		LUZ CHABOLLA (000495/1)
26355820	1,260.00	Printed	010		MEDIC FIRST (000700/4)
26355821	240.00	Printed	010		PEREZ, ESTRADA DIANA (000501/1)
26355822	200.00	Printed	010		PITNEY BOWES BANK INC PURCHASE POWER (000308/2)
26355823	274.15	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/3)
26355824	1,240.65	Printed	010		PLASMA CAM INC (000309/1)
26355825	70.45	Printed	010		Primo Brands BlueTriton Brands Inc (001388/1)
26355826	272.73	Printed	010		R S D (000320/1)
26355827	12.06	Printed	010		RAMIREZ, RAQUEL (000779/1)
26355828	52,030.69	Printed	010		RingCentral Inc (000930/2)
26355829	94.50	Printed	010		ROMANS WATER (000331/1)
26355830	11,559.09	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26355831	1,651.00	Printed	010		SISC II Life Ins (000474/1)
26355832	13,465.00	Printed	010		SISC III (000473/1)
26355833	227,369.48	Printed	010		SISC III- INS (000361/1)
26355834	6,476.21	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26355835	138.50	Printed	010		T-Mobile USA, Inc. (001153/1)
26355836	1,261.09	Printed	010		THE SHERWIN- WILLIAMS CO (000357/3)
26355837	940.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
26355838	631.43	Printed	010		UNFIRST CORPORATION (000727/2)
26355839	683.58	Printed	010		Velazquez, Gerardo (000795/1)
26355840	3,037.49	Printed	010		Verizon Wireless Services LLC (000422/1)
26355841	4,771.80	Printed	010		VISION SERVICE PLAN (000424/1)
26355842	11,985.40	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
26355843	1,286.77	Printed	010		WATER TREATMENT SERVICES (000483/1)
26355844	40.36	Printed	010		WAXIE SANITARY SUPPLY (000429/1)
477,771.10		Number of Items	66	Totals for Register 000383	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/15/2026, Filtered by (Source = N, Pay To = N, Payment Method = N, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California
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Org Summary

Holtville Unified School District

Check #	26355779 through	26355844	Total Count	66	\$477,771.10
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HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RESIGNATIONS
DATE: JANUARY 20, 2026

The Board is requested to accept the following Classified Resignation:

- | | | |
|----------------|-------------------------------|--------|
| 1. Diana Acuna | SpEd Transportation Assistant | 1/7/26 |
|----------------|-------------------------------|--------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2025/26
DATE: JANUARY 20, 2026

The Board is requested to approve the following Classified Employment for 2025-26 SY:

- | | |
|--------------------|------------------------------------|
| 1. Andrea Acuna | ELOP/ASES Tutor |
| 2. Sonia Cervantes | ELOP/ASES Tutor |
| 3. Vianey Jimenez | ELOP/ASES Tutor |
| 4. Breanna Ybarra | ELOP/ASES Tutor |
| 5. Susana Gray | SpEd Transportation Assistant Temp |
| 6. Camila Garcia | SpEd Paraprofessional (Pine) |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED RETIREMENT
DATE: JANUARY 20, 2026

The Board is requested to accept the following Certificated Retirement:

- | | | |
|-------------------|----------------|--------|
| 1. Shannon Lehman | Teacher (Pine) | 6/5/26 |
|-------------------|----------------|--------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED LEAVE
DATE: JANUARY 20, 2026

The Board is requested to accept the following Certificated Leave:

1) Viviana Nevarez-Sanchez Teacher (HMS) 2/2/26-4/13/26

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS



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

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

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

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

January 7, 2026

Holtville Unified School District
627 East 6th Street
Holtville, CA 92250

Subject: Proposal for Architectural Services
Finley Elementary School New TK and K Classrooms Building
Finney Architects Project #26003

Attn: John-Paul Wells, Assistant Superintendent Business

Dear Mr. Wells:

We are pleased to provide a written proposal for Architectural services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Provide architectural and engineering services for the design and preparation of drawings and specifications for a new playground structure and a new PC fabric shade structure. Work includes civil engineering as needed to complete this project. We will seek DSA approval from the shade structure and play structure as a separate project to the already approved Preschool..

Our fee includes Design Development, Construction Documents, and Construction Administration as follows:

Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	40% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee
Close-out with DSA (CO)	5% of the fee

This proposal does not include the fees for a topographic survey, lead or asbestos abatement, soils report, boundary surveys, underground utility survey, landscaping, street or public improvements or other off-site improvements, SWPPP, EIR, staking, compaction and material testing, underground locating service or any engineering other than Civil.

BASIC COMPENSATION

We propose a fixed fee not to exceed \$15,000. Please include an additional fee in your PO for additional printing costs that might be needed for DSA submittal, other local permitting requirements, fees and close-out as approved or directed by the District.



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

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

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

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District prior to work requested by the District. Hourly rates would only be used with the District's written approval. Reimbursable expenses are invoiced at 1.10 times actual cost. Additional consultants will be hourly rates as acceptable by the school District and approved prior to the requested added scope. Added consultant fees will be invoiced as a reimbursable.

PROJECT SCHEDULE

We are available to proceed immediately on this project, upon your approval of this proposal.

REIMBURSABLE EXPENSES

Reimbursable expenses are invoiced at 1.10 times the actual cost that would be above the fee as proposed and would only be considered if requested by the Owner. Finney Architects does not charge for travel time or expenses. Reimbursables will only be charged to the District with the District's advances approval to the Architect.

We are available to proceed immediately on this project, upon your approval of this proposal. Please do not hesitate to contact us for any issues that are not clearly identified. Please indicate your acceptance of this Proposal by signing below, which will become our working agreement, and fax or email a copy back to us as soon as possible so that we can get started.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you.

Finney Architects, Inc.

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

Mark C. Finney, President
Architect
C-24673

Holtville USD

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Holtville Unified School District

Person completing this form: Ann Garcia

Title: Administrative Assistant

Quarterly Report Submission Date: *(check one)*

☐ October 2025

Quarter Ending Sept. 30, 2025

☒ January 2026

Quarter Ending Dec. 31, 2025

☐ April 2026

Quarter Ending Mar. 31, 2026

☐ July 2026

Quarter Ending June 30, 2026

Date for information to be reported publicly at governing board meeting: 1/20/26
Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Facilities Conditions	0		
Teacher Vacancy or Misassignment	0		
TOTALS	0		

Celso Ruiz

Print Name of District Superintendent

Signature of District Superintendent

Date

ATTORNEY - CLIENT RETAINER AGREEMENT

This Attorney-Client Retainer Agreement ("Agreement") is the written fee contract that California law requires lawyers to have with their clients. Law Offices of Arthur M. Palkowitz ("Attorneys"), agree to provide legal services to Holtville Unified School District, ("District") on the terms set forth below:

1. SCOPE OF SERVICES: The District retains us as its Attorneys for the purposes of providing general legal advice and counsel for the District shall from time to time as required. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board. We will provide all legal services reasonably requested to represent the District's interest.

2. CLIENT'S DUTIES: The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. LEGAL FEES: The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$92.00 per hour;
- (b) Attorneys' time at \$325.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. COSTS: All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in

the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California Law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of January 1, 2026 through December 31, 2026 and continuing unless terminated by either party.

HOLTVILLE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
Celso Ruiz, Superintendent

LAW OFFICES OF ARTHUR M. PALKOWITZ

Dated: _____

By: _____
Arthur M. Palkowitz, Esq.

Memorandum of Understanding
Regarding Holtville Middle School's Participation in the ASES Consortium

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (District) for the participation of the District's Holtville Middle School (also referred to as "Consortium Member") in the After School Education and Safety (ASES) Consortium for the 2025-2026 funding year. The ICOE's Student Well-Being and Family Resources (SWB) Department will be primarily responsible for ICOE obligations under this MOU. The District's Holtville Middle School will be primarily responsible for District obligations under this MOU.

Providing after school activities in a safe, constructive and drug free environment is an absolute requisite to meeting the academic, social and emotional needs of students. ICOE's SWB Department is the lead for the ASES Consortium and has received approval to administer an ASES grant from California Department of Education (CDE) for fiscal year 2025-2026. Consortium Member wishes to continue as a member of the ASES Consortium. As such, the District and ICOE enter into this Agreement to establish a formalized working relationship between the parties.

The terms of this Agreement are as follows:

1. District's Obligations:

- a. As set forth above, the District's Obligations will primarily be executed by Consortia Member.
- b. Consortia Member agrees to use the following outcome measure to demonstrate program effectiveness: Positive behavioral changes, as reported by school day or after school teachers and future academic outcome measure as determined by CDE. Consortium Member will also collect all data required by CDE and report same to SWB annually for ICOE's reporting to CDE.
- c. Consortia Member agrees to submit student attendance data to SWB for completion of the Semi-Annual Report to CDE. This information will be submitted to SWB and will include copies of student sign-in sheets when requested to accompany attendance reports. Required attendance reports and supporting documents are due to SWB on a quarterly basis on or before the 10th day of each quarter.

- d. Consortia Member understands that ASES recipients may use a maximum of 15% of the total grant award to pay for administrative costs, including indirect charges. Members also understand that the 15% maximum expenditure includes collective charges and claims at the district and site level. Based on Consortia Member's allocation for ASES for the 2025-2026 fiscal year (\$171,287.47), Consortium Member may use a maximum of \$13,730.69 to pay for administrative costs, including Indirect Rate Charges at a maximum of \$8,142.26. Moreover, Consortia Member has a supplemental allocation of \$15,057.73; of which \$1,220.89 must be spent on administrative costs, including Indirect Rate charges at a maximum of \$752.89. Member further acknowledges that ICOE will receive the following percentages and/or amounts from Consortium Member's ASES allocation to cover permitted ICOE administrative and indirect costs:
- \$1,250.00 Indirect Rate charge and \$250 for Internal Service Fund. These amounts are based on 5% and 1% respectively of the first \$25,000 of your school award total.
 - After the aforementioned IR charges have been deducted, ICOE will retain 7.5% (\$15,230.69) of your total school award. This amount will support the ICOE's ASES Project Specialist whose duties are set out in section 2.d below.
- e. Appoint an ASES Site Coordinator.
- f. Design and monitor the academic and enrichment components of their after school program.
- g. Develop an ASES Program Plan that is available for onsite review.
- h. Engage in a data-driven Quality Improvement Process based on CDE's guidance on program quality standards and develop a site level Quality Improvement Plan to address the high priority needs of the program.
- i. Ensure staff members who directly supervise pupils meet the minimum qualifications for an instructional aide consistent with the NCLB Act.
- j. Operate the after school program beginning immediately upon the conclusion of the regular school day and operate at least until 6:00PM every regular school day during the regular school year. The program may close for up to three (3) days per year for professional development.
- k. Develop a policy for the reasonable early release of pupils from after school base programs based on local needs. Early Release policies allow students to arrive late or leave early for a variety of reasons, as developed by the District.
- l. Ensure there is a procedure in place for documenting student attendance. The procedure must comply with the early release policy for after school programs.

- m. Give first priority enrollment to students who are identified by the program as homeless and/or foster youth, and to pupils who are eligible for free or reduced-priced meals. If the program is at full capacity, current program participants need not be removed, however new homeless and/or foster youth students should be placed at the top of the waiting list.
- n. Programs may develop and implement a flexible attendance schedule for middle school students. Second priority for enrollment of middle school students shall be given to students who attend daily.
- o. Ensure the maximum student to staff ratio is 20:1
- p. Ensure staff and volunteers are subject to the health screening and fingerprint clearance requirements as required by state and federal law and as may be amended.
- q. Provide a nutritious snack for every student participating in the after school activities on a given day.
- r. Secure matching funds (cash or in-kind) in the amount of 33% percent of the total budget amount. Facilities or space usage may not fulfill more than 25% of the match agreement. No state categorical funds for remedial education activities may be used as match.
- s. Submit financial reimbursement claims with supporting documentation and matching funds documentation to SWB on a quarterly basis on or before the 10th day of each quarter.
- t. Utilize internal business controls to monitor expenditures charges for administrative costs, including In-direct Rate Charges and to ensure these charges do not exceed 15% of the total ASES grant award.
- u. Provide ICOE with other data as may be required by CDE for ASES reports.
- v. Ensure expenditures are consistent with ASES statutes and regulations (See Cal. Educ. Code § 8482) in accordance with the object codes in the *California School Accounting Manual* as required by Section 41010 of the Education Code.
- w. Communicate regularly with ICOE personnel to ensure prompt problem solving.
- x. Attend or send a Representative in your absence to the Imperial County Expanded Learning Network Meetings scheduled for the fiscal year.
- y. Participate in ICOE Consortium conference calls when needed.
- z. Ensure ASES funds are used to supplement after school programs but not supplant existing funding for after school programs.

2. ICOE's Obligations:

- a. Under the ASES program, provide leadership and vision for effective after school programs.
- b. Provide fiscal and programmatic management and administration for successful accomplishment of the goals and objectives of the ASES Program.
- c. Manage grant collection and reporting of all required programmatic and fiscal data.
- d. Assign staff (ASES Project Specialist) to ASES Program. The ASES Project Specialist duties include:
 - i. Provide technical assistance to all ASES consortium members.

- ii. Conduct site and follow up program visits.
 - iii. Provide district support to after school sites and CDE regarding audit findings.
 - iv. Provide information to all ASES consortium regarding professional learning opportunities, conferences and resources available local and statewide.
 - v. Forward CDE updates and communications related to ASES and ASSETs programs.
 - vi. Facilitate Imperial County Expanded Learning Network meetings and calls scheduled for the fiscal year.
 - vii. Participate in region and CDE conference calls and meetings for the networking of best practices.
 - viii. Ensure all ASES consortium complete the Annual Outcome-Based Data for Evaluation Report and the Continuous Quality Improvement (CQI) Report due in the month of September. Provide technical assistance as needed.
 - ix. Provide sites with report forms for monthly attendance tracking and quarterly submission.
 - x. Review and monitor program attendance percentages for successful accomplishment of program goals.
 - xi. Submission of the semi-annual attendance report into ASSIST.
 - xii. Coordinate virtual professional learning workshops/trainings.
 - xiii. Support any "Lights on Afterschool" and ASES showcasing activities when requested.
-
- e. Complete ASES quarterly financial reports and submit to the CDE for release of funds.
 - f. Process all reimbursement claims on a timely basis.
 - g. Keep all members updated on fiscal balances regarding the Consortia.
 - h. Provide monthly financial reports indicating total amount paid out to date and balances.
 - i. Follow up with representatives from the ASES Consortium as needed to assess the progress of the program/activities.
 - j. Serve as the primary link between the CDE and Consortium members in the area of defining policy issues, evaluations, and needs assessments.
 - k. Provide assistance to districts in preparation for Federal Program Monitoring.
 - l. Endeavor to include ways to support the ASES Consortium through future grant-writing or collaborative efforts.
 - m. Support districts with implementing the ASES enrichment component by assigning staff to present prevention education to students and program staff through interactive mini-workshops on alcohol, tobacco, other drugs awareness, as well as social-emotional learning education when requested.
 - n. Provide technical assistance to districts on ASES reporting requirements and on program and quality improvement plan development.
 - o. Submit completed quarterly progress reports to CDE on the dates due.
 - p. Conduct virtual/on-site professional development based on needs/interest of ASES Site.

3. **Effective Date and Term of Agreement.** This Agreement shall be effective from July 1, 2025 and shall remain in full force and effect until June 30, 2026.
4. **Termination:**
- a. Either Party may terminate this Agreement for any reason or no reason upon a ninety (90) day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
 - b. In the event that the District fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
 - c. In the event that ICOE fails to perform on a material term of this Agreement, then District shall have the right to terminate the Agreement upon seven days written notice.
5. **Indemnification:**
- a. The District agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE arising out of the District's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the District shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.
 - b. ICOE agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the District arising out of ICOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of District, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the District under this Agreement, ICOE shall reimburse the District for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. ICOE shall seek the District's approval of any settlement that could adversely affect the District, its officers, agents or employees.
6. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall first be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association

("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (c) and (d) of this paragraph.

7. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
8. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and District and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
9. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
10. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
11. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.

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

The Parties' representatives shall be:

ICOE:

Miriam Belopolsky, Senior Director
Student Well-Being and Family Resources
1398 Sperber Road
El Centro, CA 92243
Phone: (760) 312-6498
Email: mbell@icoe.org

District:

Mario Garcia, Principal
Holtville Middle School
800 Beale Ave.
Holtville, CA 92250
Phone: (760) 356-2811
Email: magarcia@husd.net

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

For the Imperial County Office of Education

By: _____

Renato Montaña
Deputy Superintendent

Date: _____

For Holtville Unified School District

By: _____

Celso Ruiz
Superintendent

Date: _____

[Remainder of page intentionally left blank]

Holtville Jr. High 2025-26 ASES

Total School Award	203,075.89	* \$186,797.26 Base and \$16,278.63 Supplemental
85% Direct Service	172,614.51	a
15% Administrative Costs	30,461.38	b
5% Indirect (within Admin Costs)	10,153.79	c

School Award	203,075.89
(-) ICOE 1% ISF on 1st \$25K (admin)	250.00
(-) ICOE 5% Indirect on 1st \$25K (admin IR)	1,250.00
(-)ICOE 7.5% (admin)	15,230.69
Net School Award	186,345.20

Funds available to districts for <u>Administrative Costs</u> within Net School Award	13,730.69	calculation: b-d-e-f
Fund available to districts for <u>Indirect</u> within Administrative Costs	8,142.26	calculation: c-e- (f x .05)

9,317.26

EXAMPLE BUDGETS:

Direct Costs		*This Budget is allocating the full allowable amount to Indirect and Admin Costs
Salaries & Benefits	70,000.00	
Supplies	102,614.51	
Total Direct Costs	172,614.51	
Administrative Costs		
Salaries & Benefits	5,588.43	
Indirect	8,142.26	
Total Admin Costs	13,730.69	
TOTAL BUDGET	186,345.20	

Direct Costs		*This Budget is not charging Indirect to the program and allocating all Admin costs to Salaries& Benefits
Salaries & Benefits	70,000.00	
Supplies	102,614.51	
Total Direct Costs	172,614.51	
Administrative Costs		
Salaries & Benefits	13,730.69	
Indirect	0.00	
Total Admin Costs	13,730.69	
TOTAL BUDGET	186,345.20	

Direct Costs		*This Budget is only using Admin Costs for the Indirect and the remainder on direct services
Salaries & Benefits	70,000.00	
Supplies	108,202.94	
Total Direct Costs	178,202.94	
Administrative Costs		
Salaries & Benefits	0.00	
Indirect	8,142.26	
Total Admin Costs	8,142.26	
TOTAL BUDGET	186,345.20	

Direct Costs		*This Budget is not charging any Admin Costs and expending all funds on direct services
Salaries & Benefits	70,000.00	
Supplies	116,345.20	
Total Direct Costs	186,345.20	
Administrative Costs		
Salaries & Benefits	0.00	
Indirect	0.00	
Total Admin Costs	0.00	
TOTAL BUDGET	186,345.20	



MEMORANDUM OF AGREEMENT

Memorandum of Agreement (MOA) between **Imperial Valley Regional Occupational Program (IVROP)** and **Holtville Unified School District (HUSD)** for the provision of High-Quality CTE Support Services effective July 1, 2026.

1. Purpose

This Memorandum of Agreement (MOA) establishes a partnership **between Imperial Valley Regional Occupational Program (IVROP) and Holtville Unified School District (HUSD)** (hereinafter referred to as the “DISTRICT”) to support the development, implementation, and continuous improvement of high-quality Career Technical Education (CTE) programs.

IVROP will deliver coordinated support aligned with applicable local, state, and federal CTE requirements and quality standards, including but not limited to the Essential Elements of High-Quality CTE Programs, Perkins V, Comprehensive Local Needs Assessment (CLNA) priorities, the California College & Career Indicator (CCI), the CTE Model Curriculum Standards, and regional workforce and labor-market needs.

Services under this MOA are intended to support continuous improvement of CTE program quality, promote student participation in career readiness and work-based learning activities, and strengthen alignment with applicable state accountability and workforce indicators.

2. Scope of Services

IVROP will provide services across multiple categories designed to strengthen the DISTRICT’s high-quality CTE programs, advance career readiness, and support positive student outcomes. Specific activities and service priorities will be defined annually through a jointly developed Work Plan.

IVROP will assign **1 part-time Career Specialist (2 days per week)** to the **DISTRICT** to provide direct student services, CTE teacher support, and implementation support for CTE-related activities as identified in the annual Work Plan. IVROP management staff will provide district-level technical assistance, program quality support, and overall coordination, including leadership of regional CTE events and oversight of IVROP-delivered services.

A. CTE Program Quality, Support & Accountability

IVROP will provide technical assistance and program support, including:

- Guidance on federal, state, and local CTE requirements.
- Support for pathway development and quality improvement, including sequencing, curriculum alignment, and emerging program needs.
- Support for postsecondary alignment (dual enrollment, articulation, A–G).
- Labor-market information, workforce trends, and advisory feedback to inform program planning.
- Participation in district/site leadership meetings supporting CLNA/Perkins planning, LCAP/CCI alignment, and continuous improvement.
- Monitoring and reporting of annual Work Plan goals.
- Support for teacher professional development.

B. Career Exploration, Readiness & CTE Awareness

IVROP will provide activities and student supports such as:

- Career readiness workshops (resumes, interviewing, transitional skills, workplace expectations).
- Career exploration activities, assessments, planning tools, and follow-up.
- CTE pathway awareness activities, including presentations, outreach efforts, and parent events.
- Collaboration with counselors and staff to support student career planning and engagement.

C. Work-Based Learning (WBL)

IVROP can coordinate and support WBL activities, including:

- Guest speakers, industry panels, and classroom presentations.
- Industry site visits, job shadows, mentorships, and field experiences.
- Internship and worksite learning coordination, documentation, and follow-up.
- Tracking and reporting WBL participation.

D. Regional CTE Events & Student Leadership Development

IVROP will coordinate and support regional activities that enhance work-based learning, student leadership development, and CTE visibility, including:

- Regional CTE Skills Events & CTE Showcase
- Annual IVROP Recognition Ceremony
- CTSO and student leadership development events.

E. Industry Engagement & Advisory Support

IVROP will support district–industry collaboration by leveraging IVROP’s regional network of business, industry, and workforce partners to strengthen pathway alignment and student opportunities, including:

- Employer outreach and recruitment to support advisory committees and WBL.
- Planning, facilitation, and documentation of pathway-level or district advisory meetings.
- Sharing industry insights, labor-market feedback, and employer recommendations to inform program improvement.
- Connecting educators to regional workforce initiatives, employer networks, and sector partnerships.

F. Promotion, Marketing & Communication

IVROP will support district CTE visibility, recruitment, and communication efforts through:

- Student recruitment efforts for CTE pathways.
- Supporting CTE marketing campaigns, including CTE Month.
- Sharing information regarding IVROP/CTE regional events.
- Collaborating with district staff on communication strategies that elevate CTE pathways, student success stories, and WBL activities.

- Participating in district or community events as requested to support CTE awareness and engagement.
- Providing periodic summaries of services and outcomes, including monthly or quarterly updates as appropriate, and an annual presentation or report to district leadership or the Board upon request.

G. Value-Added Services

- Support and guidance related to CTE teacher credentialing pathways.
- Information and support on IVROPCF scholarship opportunities.
- Access to regional grant-funded supports and initiatives aligned to CTE, career readiness, or student success.

3. District Responsibilities

The DISTRICT agrees to:

- Designate an administrator or designee to serve as the primary point of contact and meet with IVROP regularly to review the annual Work Plan and service priorities.
- Collaborate with IVROP on the development and refinement of the annual Work Plan.
- Provide reasonable access, space, and logistical support for IVROP staff working on district campuses.
- Support IVROP-led or IVROP-supported events and activities that benefit district CTE programs.
- Provide relevant data needed to support planning, monitoring, and reporting of services.

4. Funding & Payment

Under the Local Control Funding Formula (LCFF), school districts receive a grades 9–12 Grade Span Adjustment (GSA) intended to support the additional costs associated with secondary instructional programs, including Career Technical Education (CTE).

For each partner DISTRICT, the annual cost for IVROP's core CTE support services shall be calculated as 25% of the DISTRICT's grades 9–12 GSA allocation, based on pupil enrollment and state apportionment data.

Payment for services shall be made monthly, through a Transfer of Funds, in accordance with state apportionment schedules.

The cost of the first school year of this MOA is calculated and estimated as follows:

9-12 Pupil Enrollment (estimated using 24/25 Advanced Apportionment)	504.27
9-12 GSA funding (estimated using 24/25 Advanced Apportionment)	\$333
Percentage	25%
Estimated annual cost school year 2026/27	\$41,980

5. Terms & Conditions

A. Term

This MOA is effective from July 1, 2026, through June 30, 2027, unless terminated earlier in accordance with this section. The agreement does not automatically renew.

B. Termination

Either party may terminate the agreement with written notice submitted by January 31 for termination effective July 1 of the upcoming school year.

C. Addendums

Addendums to this MOA may be executed at any time by mutual written agreement of the parties, as needed, to address customized or supplemental services specific to the DISTRICT's needs. Any addendum will constitute a separate signed document and will detail the additional scope of services, duration, and associated costs beyond those outlined in this MOA. Each addendum will reference and be governed by this MOA unless otherwise specified.

The Parties' Representatives shall be:

For Imperial Valley Regional Occupational Program

Edwin P. Obergfell
Superintendent
687 State Street
El Centro, CA 92243
Phone: (760) 482-2600
Email: eobergfell@ivrop.org

For Holtville Unified School District

Celso Ruiz
Superintendent
621 E. Sixth Street
Holtville, CA 92250
Phone: (760) 356-2974
Email: celso@holtville.k12.ca.us

In Witness Whereof, the parties have executed this Memorandum of Agreement as of the date first written below.

For IVROP

For DISTRICT

Edwin P. Obergfell
IVROP Superintendent

Celso Ruiz
HUSD Superintendent

ADDENDUM #1 TO MEMORANDUM OF AGREEMENT (MOA)
Between Imperial Valley ROP and Holtville Unified School District

This document constitutes an Addendum to the Memorandum of Agreement (MOA) between **Imperial Valley Regional Occupational Program (IVROP)** and **Holtville Unified School District** and serves as a District Service Agreement for the supplemental services described herein.

1. **Objective** - The objective of this Addendum is to describe separate and supplemental, customized services specific to the DISTRICT's needs that are not included in the base MOA.
2. **Effective Date** – Services will be effective July 1, 2026, upon execution by both parties, and shall remain in effect for the 2026–2027 school year
3. **Scope of Services** – Imperial Valley Regional Occupational Program will:
 - a) Employ a full-time CTE Instructor (Public Services) for 7 instructional hours per day for **180** instructional days and **5** in-service days
4. **Cost** – The costs for these services are detailed as follows:

	Service Cost	Supervision Cost	Total Cost
Salaries	\$ 58,275	\$ 1,100	\$ 59,375
Benefits	\$ 26,185	\$ 491	\$ 26,676
Other	\$	\$ -	\$
Sub Total	\$ 84,460	\$ 1,591	\$ 86,051
Indirect Costs	\$ 5,726	\$ 129	\$ 5,856
Total Cost	\$ 90,186	\$ 1,720	\$ 91,906

Total cost to the DISTRICT: **\$ 91,906**

5. **Governing Terms** –All terms and provisions from the original MOA also apply to this Addendum unless specifically stated otherwise in this document.

In Witness Whereof, the parties have executed this Addendum on the MOA as of the date hereof.

For IVROP

For HUSD

By: _____
Edwin P. Obergfell
Superintendent

By: _____
Celso Ruiz
HUSD Superintendent

Date: _____

Date: _____

**EDUCATION AND TRAINING
SERVICE CONTRACT**

By and Between

**Imperial Community College District
380 East Aten Road
Imperial, CA 92251**

and

**Holtville Unified School District
627 East 6th Street
Holtville, CA 92250**

January 8, 2026

UPON EXECUTION, this PROPOSAL shall constitute an AGREEMENT, entered into by and between **Imperial Community College District (ICCD)**, and the **Holtville Unified School District (HUSD)** for educational and training services to be delivered through the ICCD Contract Education Program.

WITNESSETH:

WHEREAS, **Imperial Community College District** has been a long-standing provider of contract educational services in the Imperial Valley.

WHEREAS HUSD has requested training and educational services consisting of **Middle School Career Exploration Day**.

NOW THEREFORE the following PROPOSAL FOR EDUCATION and TRAINING SERVICES is submitted to HUSD for consideration:

SCOPE OF SERVICES

Imperial Community College District will contract with Holtville Unified School District to provide the following training course(s):

Course	Date(s)	Time	Location	Max. Enrollment	Total Hours
Middle School Career Exploration Day	02/12/2026	8:00am-2:00pm	Imperial Valley College	120 students	6 hrs

ICCD will oversee all services for instruction, workshop development and delivery.

ICCD shall provide required class material.

CANCELLATION AND NOTICES

In the event that the instructor is unavailable to meet with a group as scheduled, ICCD may substitute a similarly qualified instructor. If a substitute cannot be provided, the training session will be rescheduled.

Either party, with or without cause, may terminate this agreement by the tendering of written thirty (30) day notice of intent to terminate services. Notices shall be mailed to the addresses noted earlier.

Upon cancellation, all contract services and fees shall be pro-rated for actual delivery through termination date and may include training development activities conducted prior to the commencement of the program. Such fees will be due and payable upon termination.

ICCD expressly prohibits client videotaping or reproduction of instruction in any other media or format.

TERM OF AGREEMENT

All terms specified in this agreement are valid up to 30 days from the date of issuance, once executed, this agreement shall remain in effect from the date of execution below through the completion of all agreements as specified by both parties and may be modified at any time by the mutual written consent of both parties.

CONSIDERATION

The program fee proposed shall be \$10,300.00

EQUAL OPPORTUNITY

Neither ICCD, nor HUSD shall discriminate against any student referred by HUSD and participating in this program on the basis of age, race, color, religion, national origin, sex or mental/physical disability.

INSURANCE AND INDEMNITY

Imperial Community College District shall carry public liability and its usual Worker's Compensation coverage for employees and all other representatives of ICCD who are performing services under this contract to be in effect for the duration of this agreement.

Holtville Unified School District agrees to indemnify and hold harmless ICCD, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of Holtville Unified School District or its respective associates or agents.

ENTIRE AGREEMENT

This PROPOSAL FOR EDUCATION and TRAINING SERVICES, when executed below shall constitute the entire agreement between the parties. Both parties must agree to changes to any of the terms or conditions noted in the above sections in writing.

This agreement and subsequent agreements shall be governed and construed pursuant to the Laws of the State of California.

IN WITNESS WHEREOF, Imperial Community College District and Holtville Unified School District have caused this PROPOSAL for Professional Services to become an AGREEMENT for Professional Services:

Imperial Community College District

Holtville Unified School District

By: _____

By: _____

Title: Superintendent/President

Title: _____

Name: Lennox Johnson, Ed D.

Name: _____

Date: _____

Date: _____

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

INFORMATION ITEMS

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

Policy 6158: Independent Study

Status: DRAFT

Original Adopted Date: 03/17/2011 | Last Revised Date: 08/05/2021

Instruction

BP 6158(a)

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time basis or on a part-time basis, and/or in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, a charter school, an alternative school or program of choice, a charter school, and/or an online course.

(cf. 0420.4 – Charter School Authorization)(cf. 6181 – Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any An independent study student shall not be credited with more than one day of attendance per calendar day. (Education Code 46300)option shall be three consecutive school days.

A nutritionally adequate breakfast and lunch shall be made available at no cost to any independent study student scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility, who requests a meal. (Education Code 49501.5)

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)For the 2022-23 school year and thereafter, The Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

(cf. 5147 – Dropout Prevention)(cf. 6011 – Academic Standards)(cf. 6143 – Courses of Study)

BP 6158(b)INDEPENDENT

STUDY (continued)(cf. 6146.1 – High School Graduation Requirements)(cf. 6146.11 – Alternative Credits Toward Graduation)(cf. 6172 – Gifted and Talented Student Program)(cf. 6200 – Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, wWhen necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that all students participating in independent study for 15-16 school days or more in a school year receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten (TK) - 3, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

6158(c) INDEPENDENT STUDY (continued)

BP

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15-16 school days or more in a school year who are: The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence recording of a nonattendance day or lack of participation

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 16 school days or more in a school year, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

BP 6158(d) INDEPENDENT STUDY

(continued)

Upon the request of the parent/guardian of a student, and before signing making a decision about enrolling or disenrolling in independent study and entering into a written agreement as described below in "Master Agreement," below to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian and/or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, time, and place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger give rise to an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

BP

6158(e)INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports;

8. A statement that independent study is an optional educational alternative in which and no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

cf. 5144.1 - Suspension and Expulsion/Due Process)

10. Before the commencement of independent study, the All learning agreements shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age less than 18 years of age, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51747).

For purposes of the above paragraph, caregiver means a person who has met the requirements of Family Code 6550-6552

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

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6158(f)INDEPENDENT STUDY (continued)

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
(cf. 4112.2 – Certification)
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards.

For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University-UC or CSU as creditable under the A-G admissions criteria.

The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. Additionally, the certification shall also include plans to provide opportunities throughout the school year for all students in grades transitional kindergarten, kindergarten, and grades 1TK-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3;
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060;; completion of assignments, assessments, or other

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6158(g) INDEPENDENT STUDY (continued)

—indicators that evidence that the student is working on assignments;; learning of required concepts, as determined by the supervising teacher;; and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an one or more independent study courses class is not being made, the teacher shall notify the student and, if the student is under age 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary;; and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.
(cf. 5125 – Student Records)

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district.

Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. The student-teacher ratio in the courses in this program shall meet the requirements of be in accordance with Education Code 51745.6.

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6158(h)INDEPENDENT STUDY (continued)

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208;

(cf. 6111 - School Calendar)(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University UC or CSU shall not be offered exclusively through independent study;

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011;

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not may participate in course-based independent study, unless if the student's individualized education program specifically provides for that participation;

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study;

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days;

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian, with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

BP

6158(i)INDEPENDENT STUDY (continued)

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #23 of "Course-Based Independent Study" above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years

4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the

student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports;

7. A statement that enrollment is an optional educational alternative in which and no student may be required to participate;

In the case of a student who is suspended or expelled student, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress;

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work;

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study;

BP 6158(j) INDEPENDENT STUDY (continued)

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12. Before the commencement of an independent study course, the learning agreementAll learning agreements shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility responsible for the general supervision of the independent study course, and all persons who have direct as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of providing assistance to the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51749.6)

For purposes of this the above paragraph, "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or A signed learning agreement from a parent/guardian's signature of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

6158(k) INDEPENDENT STUDY (continued)

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

Additionally, the district shall maintain documentation of hours or fraction of an hour for student work products and the time that students engaged in asynchronous instruction. (Education Code 54747.5)

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program is provided. A student who does not participate in independent study on a school day scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 – District Records) The signed, dated agreement, any Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with on file electronically. (Education Code 51747) and 51749.6, as applicable.

6158(I) INDEPENDENT STUDY (continued)**Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement, as needed.

(cf. 0500 -- Accountability)(cf. 5121 -- Grades/Evaluation of Student Achievement)(cf. 6162.5 -- Student Assessment)Legal Reference: (see next page)

Regulation 6158: Independent Study

Status: DRAFT

Original Adopted Date: 03/17/2011 | Last Revised Date: 08/05/2021

Instruction

AR 6158(a) INDEPENDENT STUDY

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher(s) of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
(cf. 6143 – Courses of Study)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum4. Continuing and special study during travel
(cf. 5112.3 – Student Leave of Absence)
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
- 5.

AR 6158(b) INDEPENDENT STUDY (continued)6:

Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance
(cf. 0420.4 – Charter School Authorization)(cf. 6142.4 – Service Learning/Community Service Classes)(cf. 6181 – Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.
(cf. 5113 – Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)
cf. 6146.1 – High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)
~~cf. 0410 – Nondiscrimination in District Programs and Activities)~~

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and ~~local educational agency~~ district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

~~Students are eligible for~~ To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748) ~~as authorized in law, and as specified in board policy and administrative regulation.~~

~~AR 6158(c)~~ **INDEPENDENT STUDY (continued)** For the 2022-23 school year and thereafter, ~~t~~The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study ~~must~~ shall be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)
~~cf. 5111.1 – District Residency)~~

A student with disabilities, as defined in Education Code 56026, ~~shall not~~ may participate in independent study if ~~unless~~ the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

~~(cf. 6159 – Individualized Education Program)~~

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 ~~by means of~~ through independent study. (Education Code 51745)
~~cf. 6183 – Home and Hospital Instruction)~~

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4) ~~(cf. 6200 – Adult Education)~~ Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation

high school or opportunity school or program shall be enrolled in independent study. (Education Code 51745)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)(cf. 5146 – Married/Pregnant/Parenting Students)(cf. 6184 – Continuation Education)

AR 6158(d)INDEPENDENT STUDY

(continued)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program (Education Code 51747, 51749.5; 5 CCR 11701);

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study

AR 6158(e)INDEPENDENT STUDY (continued)

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all

other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" "Records" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student, including time that the student engaged in asynchronous instruction
8. Assessing student work and assigning grades or other approved measures of achievement

AR 6158(f) INDEPENDENT STUDY (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the ~~for which independent study is provided~~ program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.
~~cf. 4131 - Staff Development~~