



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

May 18, 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**

Monday, May 18, 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) Conference with Labor Negotiator Pursuant to Government Code section 54957.6: Agency Negotiator: Superintendent; regarding salary/benefits for unrepresented employees, Certificated Management and Classified Management/Confidential

B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee organization: Holtville Teachers Association

C) Student Discipline Pursuant to California Education Code Section 48900 #2526503054

5. REPORTABLE CLOSED SESSION ACTIONS:

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – May 18, 2026
AGENDA PAGE 2

6. RECOGNITIONS

HMS MESA – Mr. Garcia
Pine students – Mrs. Williams
Migrant Speech & Debate – Ms. Pizano
HHS Swim team – Mr. Arevalo

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

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

8. COMMUNICATIONS FROM THE SCHOOL DISTRICT

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

9. CONSENT AGENDA

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

A. GENERAL FUNCTION

- 1) Adoption of Minutes: April 20, 2026 Pgs. 3-5*
(Supplemental Information)

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 4/23/26 to week ending 5/14/26 Pgs. 7-18*
(Supplemental Information)

C. PERSONNEL SERVICES

- 1) Classified Employment Pg. 20*
2) Certificated Leave Pg. 21
3) Certificated Employment Pg. 22

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) California Adult Ed. Program (CAEP) Imperial County Adult Ed Consortium Pg. 24*
2) HHS Sports Out of State/Overnight trips Pg. 25
3) Quarterly Report on Williams Uniform Complaints April 2026 Pg. 26
4) MOU between the HUSD and the School Librarian regarding services for the 2026-27 SY Pgs. 27-29
5) Agreement between ECESD & HUSD for the provision of Special Ed Services Pgs. 30-41

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – May 18, 2026
AGENDA PAGE 3**

GENERAL BUSINESS continued

- 6) IID Public Green Space Grants Award Notification for the trees at all sites Pg. 42
- 7) College & Career Access Pathways a Dual Enrollment Partnership Agreement HUSD 2026-27
Pgs. 43-61
- 8) MOU between the ICOE and the HUSD Regarding the ERP System used for payroll & accounting
Pgs. 62-70
- 9) GoTo Communications, Inc. order form for new phone system provider for HUSD Pgs. 71-74

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

10. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A)** Approve Change Orders 50951-02 (no cost), 50951-03 (credit of -\$2,097.36), and 50951-04 (\$4,576.00) to Class Leasing LLC Project# 24087 contract for the TK/Kinder project
(Mr. Wells) Pgs. 76-78

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

- B)** Approve Board Resolution 2025/26-008 Authorizing the Use of California Multiple Award Schedule (CMAS) Contract# 4-22-12-10105

(Mr. Wells) Pgs. 79-80

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

- C)** Approve Dave Bang Associates Estimate# CA269908 for the purchase of TK/Kinder Playground Equipment for the Finley Elementary TK/Kinder Expansion Project, in the amount of \$80,338.95
(Mr. Wells) Pg. 81

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

- D)** Approve Change Order# 1 to A&N Quality Builders Project# 24087 in the amount of \$45,500 for installation of TK/Kinder Project playground equipment

(Mr. Wells) Pg. 82

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

11. FUTURE BOARD MEETING DATE

Monday, June 15, 2026, is the next Regular Board Meeting
Wednesday, June 17, 2026, Regular Board Meeting
Monday, June 22, 2026, Special Board Meeting if needed

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – May 18, 2026
AGENDA PAGE 4**

12. ADJOURNMENT

13. CLOSED SESSION *if needed*

A) Conference with Labor Negotiator Pursuant to Government Code section 54957.6: Agency Negotiator: Superintendent; regarding salary/benefits for unrepresented employees, Certificated Management and Classified Management/Confidential

B) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee organization: Holtville Teachers Association

C) Student Discipline Pursuant to California Education Code Section 48900 #2526503054

14. REPORTABLE CLOSED SESSION ACTIONS:

15. ADJOURNMENT

****** A copy is available at the District Office and 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 – April 20, 2026**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on April 20, 2026, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:01 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: None

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

- A) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association.
- B) Student Discipline Pursuant to California Education Code Section 48900 #2526501115
- C) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release

REPORT OF CLOSED SESSION In: 5:04 p.m. **Out:** 6:13 p.m.
The Board will return to Closed Session after the meeting.

RECOGNITIONS

Ms. Villegas introduced the Finley School mariachi and folklorico dancers with instructors Mr. Sanchez and Mrs. Perez.

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.

Parent Bianca Padilla Legaspi communicated her concerns about a policy that needs correction. The current criteria for valedictorian and salutatorian do not except the AP Spanish honors courses. She called several other high schools in the Valley, and we are the only school who does not honor them. She added that native Spanish speakers and Dual students are at a disadvantage with the current criteria. This can lead to legal scrutiny. There are still gray areas in the Valedictorian/Salutatorian criteria.

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – Nothing to report

CSEA – Nothing to report

Student Rep – HS Link Crew met before the Spring Break. Prom is this Saturday April 25.

Abatti – enjoyed the recognitions

Iten – mariachi and folklorico dancers did an excellent job

Garewal – congratulated the participation of the music and dance groups and is looking forward to celebrating the Distinguished School/Blue Ribbon award ceremony.

Grizzle – great job to the mariachi and dancers. Great job on the District flyer that was sent out.

Wells – there has been a little difficulty in the construction of the TK/Kinder project.

Underground utilities were found. Once the concrete is poured it should go quicker.

Ruiz- congratulations to Mr. Garcia and Mrs. Williams for the school awards.

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: March 16, 2026. FINANCE AND BUSINESS – Warrant orders week beginning 3/19/26 to week ending 4/16/26. PERSONNEL SERVICES – Coaching Employment of Orlando Aguirre, Assistant Baseball Coach (JV Volunteer). Certificated Resignation/Retirement of Carlos Ledon, Teacher (HHS) 6/5/26; Sandra Castro, Teacher (Adult Ed) Retirement; Jarene Schneider, Teacher (HHS) Retirement. Classified Resignation of Camila Garcia, SpEd Paraprofessional (Pine) 3/16/26; Julian Jimenez, Proctor (HHS) 4/2/26. Classified Employment of Evelia Woolfolk, Cafeteria Worker II. GENERAL BUSINESS – Sam Webb & Freedom Academy 2025-26 SPSA. \$2000 donation from Green & Gold for HHS Gym mural. Finley ASB trip to Waylon's World in Yuma. AZ 5/22/26. FFA to Fresno, CA for Public Speaking Finals 4/15/26-4/18/26. IVROP Live Scan Fingerprint Services Agreement. Annual Statement of Need 30-Day Substitute and Designated Subjects Career Technical Education 30-Day Substitute Teaching Permits. MOU between ICOE & HUSD Regarding Account Auditor/Payroll-Retirement Services. 2026 Funding Agreement grant for Energy Modernization in Schools. 2026-27 Audit Engagement with Wilkinson, Hadley, King & Co LLP. Ellevation 2026-27 Renewal Quote. AVID Membership 2026-27 Renewal Quote. ParentSquare 2026-27 Renewal Quote. Renaissance 2026-27 Renewal Quote. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

**Holtville Unified School District
Regular Board Meeting
Minutes – April 20, 2026**

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ACTION/DISCUSSION ITEMS

Moved by Trustee Abatti, Seconded by Trustee Garewal to approve Board Resolution 2025/26-006 Day of the Teacher May 13, 2026. Roll Call Vote: Duarte: Aye; Grizzle: Aye; Iten: Aye; Garewal: Aye; Abatti: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Iten to approve Board Resolution 2025/26-007 Classified School Employees Week May 18-22, 2026. Roll Call Vote: Duarte: Aye; Grizzle: Aye; Iten: Aye; Garewal: Aye; Abatti: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Garewal to approve the Declaration of Need for Fully Qualified Educators. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, May 18, 2026

ADJOURNMENT

The meeting adjourned at 6:59 p.m.

CLOSED SESSION

- A) Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association.
- B) Student Discipline Pursuant to California Education Code Section 48900 #2526501115
- C) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release

REPORT OF CLOSED SESSION In: 7:05 p.m. Out: 8:00 p.m.

The Governing Board in closed session by unanimous vote took action to expel the following student 2526501115 from Holtville Unified School District Pursuant Educational Code section 48900.

Governing Board voted unanimously in closed session to terminate Probationary Classified employment of employee #2526175034.

ADJOURNMENT

The meeting adjourned at 8:01 p.m.

**Kevin Grizzle, Clerk
Holtville Unified School District
Board of Trustees**

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000398 - 04/23/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000398, Dated 04/23/2026					
26369091	402.95	Printed	010		A T & T (000008/2)
26369092	7,051.50	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26369093	5,183.69	Printed	010		APPLE COMPUTER INC (000037/1)
26369094	233.80	Printed	010		AUTO ZONE (000049/1)
26369095	893.66	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
26369096	120.00	Printed	010		BUENROSTRO, DIANA (000580/3)
26369097	4,773.80	Printed	010		C R and R INCORPORATED (000070/3)
26369098	454.65	Printed	010		CALIBER SCREENING (000075/1)
26369099	775.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
26369100	210.00	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/4)
26369101	375.09	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26369102	395.85	Printed	130		CDE CASHIERS OFFICE (000095/1)
26369103	3,060.00	Printed	010		City of El Centro (000939/2)
26369104	206.15	Printed	010		CITY OF HOLTVILLE (000102/1)
26369105	1,755.36	Printed	010		COMMEMORATIVE BRANDS INC (000054/2)
26369106	157.39	Printed	010		COUNTY MOTOR PARTS (000111/5)
26369107	434.24	Printed	010		COX.LINDSAY (000522/1)
26369108	562.28	Printed	010		Cronkright, Carson (000916/4)
26369109	1,657.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
26369110	38,296.06	Printed	010		DELL MARKETING LP (000126/1)
26369111	86.40	Printed	130		FBC OF HENDERSON LLC (000154/3)
26369112	16,252.50	Printed	300		FENAGH ENGINEERING AND TESTING (001464/1)
26369113	297.46	Printed	010		FERGUSON ENTERPRISES INC (000156/3)
26369114	750.00	Printed	300		FINNEY ARCHITECTS, INC (001156/1)
26369115	268.95	Printed	010		FORENSIC DRUG TESTING (000162/1)
26369116	362.68	Printed	010		GAS COMPANY (000172/1)
26369117	951.52	Printed	010		GEORGES PIZZA (000177/1)
26369118	4,002.17	Printed	130		GOLD STAR FOODS, INC (001163/2)
26369119	180.00	Printed	010		GONZALES, JOSE (001367/1)
26369120	2,600.35	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26369121	110.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26369122	60.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26369123	50.03	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26369124	628.19	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26369125	2,549.56	Printed	010		HOME DEPOT Dept. 32-2152430579 (000203/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/23/2026, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ERP for California

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Register 000398 - 04/23/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000398, Dated 04/23/2026 (continued)

26369126	400.00	Printed	010		IMPERIAL COUNTY OFFICE OF ED (000218/1)
26369127	49,768.40	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
26369128	115.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
26369129	3,087.13	Printed	010		INTERSTATE BILLING SERVICE (001051/2)
26369130	496.87	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
26369131	10.23	Printed	010		JOHN DEERE FINANCIAL (000324/1)
26369132	2,734.10	Printed	010		KONICA MINOLTA PREMIER FINANCE (000642/4)
26369133	280.00	Printed	210		LANDMARK CONSULTANTS, INC (000717/1)
26369134	60.32	Printed	130		LUZ CHABOLLA (000495/1)
26369135	915.00	Printed	010		MEDIC FIRST (000700/4)
26369136	183.28	Printed	010		MODEL 1 COMMERICAL VEHICLES (001254/3)
26369137	1,288.21	Printed	010		Music & Arts (000489/2)
26369138	4,475.23	Printed	010		Music & Arts Ca Dept (000647/2)
26369139	3,959.10	Printed	010		OSCIUM, METAGEEK (001498/1)
26369140	250.00	Printed	010		PHILLIPS, BRIAN (000562/1)
26369141	274.15	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/3)
26369142	470.48	Printed	010		QUILL CORP (000318/1)
26369143	12.93	Printed	010		RAMIREZ, RAQUEL (000779/1)
26369144	266.04	Printed	010		ROMANS WATER (000331/1)
26369145	650.40	Printed	010		RUBBER CAL (001467/1)
26369146	6,500.00	Printed	010		SALAZAR FENCING (001458/1)
26369147	950.00	Printed	010		SALDANA, JOSE L (001501/1)
26369148	9,125.62	Printed	010		SEAWORLD LLC (001141/2)
26369149	10,207.04	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26369150	15.98	Printed	130		SMART and FINAL (000362/1)
26369151	74.39	Printed	130		SMART and FINAL (000362/1)
26369152	77.88	Printed	130		SMART and FINAL (000362/1)
26369153	550.00	Printed	010		SPEARS HAWAIIAN SHAVED ICE (000782/1)
26369154	1,247.67	Printed	010		SUNBELT RENTALS (000379/1)
26369155	9,842.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26369156	470.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
26369157	323.94	Printed	010		US AWARDS (000412/1)
26369158	721.92	Printed	010		WATER TREATMENT SERVICES (000483/1)

205,952.81

Number of Items

68 Totals for Register 000398

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/23/2026, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary

Holtville Unified School District

Check #	26369091	through	26369158	Total Count	68	\$205,952.81
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Register 000399 - 04/30/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000399, Dated 04/30/2026

26370337	434.11	Printed	010		A T & T (000008/2)
26370338	393.95	Printed	010		Aceves, Cecilia (000934/2)
26370339	250.00	Printed	010		AGILE OCCUPATIONAL MEDICINE (001499/1)
26370340	14,140.20	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26370341	2,867.98	Printed	010		APPLE COMPUTER INC (000037/1)
26370342	66.01	Printed	010		AUTO ZONE (000049/1)
26370343	75.00	Printed	010		Baja Desert Tire Co (000052/2)
26370344	5,948.97	Printed	010		BDJtech (000925/4)
26370345	452.67	Printed	130		Brady Industries of California (001176/1)
26370346	393.95	Printed	010		BUENROSTRO, DIANA (000580/3)
26370347	3,682.87	Printed	010		CALIBER SCREENING (000075/1)
26370348	1,879.33	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
26370349	237.74	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26370350	1,664.17	Printed	130		COSTCO (000110/1)
26370351	399.75	Printed	010		CROAK, CHRISTINA (000521/2)
26370352	134.92	Printed	010		D LUPITAS RESTAURANT (000119/1)
26370353	15.56	Printed	130		DEL SOL MARKET (000125/1)
26370354	11,906.94	Printed	010		DELL MARKETING LP (000126/1)
26370355	277.00	Printed	010		Department of Justice Accounting Office (000130/1)
26370356	2,447.52	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (000151/1)
26370357	88.00	Printed	010		ESTRADA, VERONICA (000529/1)
26370358	366.40	Printed	010		GARCIA, MARIO (000692/2)
26370359	287.43	Printed	010		GAS COMPANY (000172/1)
26370360	45.82	Printed	010		GEORGES PIZZA (000177/1)
26370361	2,314.56	Printed	130		GOLD STAR FOODS, INC (001163/2)
26370362	391.95	Printed	010		HARRISON, PATRICA (000523/1)
26370363	2,607.72	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26370364	488.88	Printed	010		HONORS GRADUATION LLC (000745/1)
26370365	121,326.00	Printed	010		Imperial County Sheriff (000938/1)
26370366	300.00	Printed	010		IMPERIAL VALLEY COLLEGE (000665/1)
26370367	1,497.00	Printed	010		KIDDER MEDIA (001251/1)
26370368	471.81	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
26370369	393.95	Printed	010		LAWSON, ADRIANNE (000668/1)
26370370	366.40	Printed	010		LEDEZMA, FERNANDA (000611/1)
26370371	88.00	Printed	010		LYERLY, ANNABEL (000557/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/30/2026, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

Generated for Jordi Garcia (JORDI.GARCIA), Apr 29 2026 3:45PM

Register 000399 - 04/30/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000399, Dated 04/30/2026 (continued)

26370372	393.95	Printed	010		MARTINEZ, DAVID R. (000550/1)
26370373	88.00	Printed	010		MCALPINE, LORI (000555/1)
26370374	389.60	Printed	010		MCALPINE, LEIGH (000556/1)
26370375	363.95	Printed	010		Nevarez, Juan Carlos (001207/1)
26370376	374.30	Printed	010		ORTIZ, XOCHITL (000528/1)
26370377	75.00	Printed	010		PHILLIPS, BRIAN (000562/1)
26370378	59.00	Printed	010		Ponce, Marla (001115/1)
26370379	75.00	Printed	010		QUARCELINO, LEE (000558/3)
26370380	352.34	Printed	010		QUILL CORP (000318/1)
26370381	980.00	Printed	010		RIVAS, GINA (001226/1)
26370382	150.00	Printed	010		ROTO ROOTER OF IMPERIAL COUNTY (000332/1)
26370383	1,493.50	Printed	010		RUBEN MACIAS (001255/1)
26370384	393.95	Printed	010		RUIZ, CELSO (000576/1)
26370385	13,870.48	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26370386	9,481.03	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26370387	168.09	Printed	010		U S POSTMASTER (000621/1)
26370388	120.00	Printed	010		VANACKER, CHAD (000584/1)
26370389	250.00	Printed	010		VanHaren, KRYSTLE (000597/1)
26370390	852.66	Printed	010		Verizon Wireless Services LLC (000422/1)
26370391	393.95	Printed	010		VILLAPUADA, JOSE (000624/2)
26370392	4,771.80	Printed	010		VISION SERVICE PLAN (000424/2)
26370393	11,974.67	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
26370394	342.48	Printed	010		WELLS, JOHN PAUL (000719/1)
26370395	1,895.00	Printed	010		WESTERN ENVIRONMENTAL & SAFETY (000433/2)
26370396	132.02	Printed	010		WILLIAMS, SAMANTHA (000593/2)

228,143.33

Number of Items

60 Totals for Register 000399

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 04/30/2026, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary

Holtville Unified School District

Check #	26370337 through	26370396	Total Count	60	\$228,143.33
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Register 000400 - 05/07/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000400, Dated 05/07/2026					
26371445	56,914.03	Printed	300		A & N QUALITY BUILDERS, INC (001490/1)
26371446	2,350.79	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26371447	58.44	Printed	010		AUTO ZONE (000049/1)
26371448	25.00	Printed	010		Baja Desert Tire Co (000052/2)
26371449	72.74	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26371450	1,057.36	Printed	010		COASTAL SUPPLY CO, INC (001225/1)
26371451	60.00	Printed	010		David West (000758/1)
26371452	1,140.00	Printed	010		DAVID WEST INSURANCE (000121/1)
26371453	280.90	Printed	130		DEL SOL MARKET (000125/1)
26371454	1,275.00	Printed	010		ESTRADA, BETSY (000927/2)
26371455	86.40	Printed	130		FBC OF HENDERSON LLC (000154/3)
26371456	734.55	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
26371457	24.83	Printed	010		GAS COMPANY (000172/1)
26371458	2,162.28	Printed	130		GOLD STAR FOODS, INC (001163/2)
26371459	865.00	Printed	010		GONZALES, JOSE (001367/1)
26371460	264.17	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26371461	306.68	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26371462	313.93	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26371463	88.00	Printed	010		IHIDYO-CLAVERIE, YVETTE (000512/1)
26371464	28,104.08	Printed	010		Imperial County Sheriff (000938/1)
26371465	270.42	Printed	010		INTERSTATE BILLING SERVICE (001051/2)
26371466	331.64	Printed	010		KC AUTO SERVICE LLC (001368/1)
26371467	7,475.00	Printed	300		LANDMARK CONSULTANTS, INC (000717/1)
26371468	3,380.00	Printed	010		Law Offices Arthur Palkowitz (001116/1)
26371469	178.50	Printed	010		LORI'S SANITATION, LLC (000710/1)
26371470	769.10	Printed	010		PALACIOUS, MELISSA (001033/1)
26371471	9,240.00	Printed	210		PRECISION INSPECTIONS INC (001147/2)
26371472	1,582.60	Printed	010		SISC II Life Ins (000474/1)
26371473	227,164.20	Printed	010		SISC III- INS (000361/1)
26371474	2,098.55	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26371475	102.00	Printed	010		Velazquez, Gerardo (000795/1)
26371476	2,228.58	Printed	010		Verizon Wireless Services LLC (000422/1)
26371477	6,602.39	Printed	010		WAXIE SANITARY SUPPLY (000429/1)

357,607.16

Number of Items

33 Totals for Register 000400

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/07/2026, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary

Holtville Unified School District

Check #	26371445	through	26371477	Total Count	33	\$357,607.16
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Register 000401 - 05/14/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000401, Dated 05/14/2026					
26372350	421,629.47	Printed	300		A & N QUALITY BUILDERS, INC (001490/1)
26372351	2,574.28	Printed	010		A T & T (000008/2)
26372352	950.00	Printed	010		ACSA FOUNDATION FOR ED ADMI (000016/4)
26372353	132.51	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26372354	1,500.00	Printed	130		ANEL NAVARRO (001123/1)
26372355	3,500.00	Printed	010		ARC (001479/2)
26372356	268.86	Printed	010		AUTO ZONE (000049/1)
26372357	25.00	Printed	010		Baja Desert Tire Co (000052/2)
26372358	1,275.36	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
26372359	369.90	Printed	110		BENITEZ, ARIANA (001341/1)
26372360	4,773.80	Printed	010		C R and R INCORPORATED (000070/3)
26372361	2,636.97	Printed	010		CALIBER SCREENING (000075/1)
26372362	440.00	Printed	010		CALIFORNIA AG TEACHERS ASSOC (000076/1)
26372363	525.87	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26372364	3,861.82	Printed	010		CITY OF HOLTVILLE (000102/1)
26372365	1,167,519.60	Printed	300		CLASS LEASING LLC (001496/1)
26372366	1,123.94	Printed	010		COMMEMORATIVE BRANDS INC (000054/2)
26372367	146.99	Printed	010		COSTCO (000110/1)
26372368	673.18	Printed	010		COX.LINDSAY (000522/1)
26372369	240.60	Printed	010		Cronknight, Carson (000916/4)
26372370	15,813.00	Printed	010		CURRIER and HUDSON (000117/2)
26372371	133.35	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372372	112.21	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372373	697.90	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372374	6,952.73	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372375	3,888.91	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372376	136.11	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372377	68.44	Printed	010		D LUPITAS RESTAURANT (000119/1)
26372378	1,657.50	Printed	130		D STELLA HEALTH BAKERY & MORE (001219/1)
26372379	144.20	Printed	010		DEF PRODUCTS, LLC (001175/1)
26372380	825.93	Printed	010		DELL MARKETING LP (000126/1)
26372381	521.23	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (000151/1)
26372382	7,804.19	Printed	010		ENTERPRISE FM TRUST (000767/1)
26372383	332.05	Printed	110		ESTRADA, VERONICA (000529/1)
26372384	356.00	Printed	010		EWELL EDUCATIONAL SERVICES (001186/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/14/2026, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000401 - 05/14/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000401, Dated 05/14/2026 (continued)					
26372385	376.74	Printed	010		FILTER SERVICE AND SUPPLY (001500/1)
26372386	3,075.43	Printed	300		FINNEY ARCHITECTS, INC (001156/1)
26372387	198.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
26372388	300.00	Printed	010		FRANCOS AUTO ELECTRICAL (000626/1)
26372389	565.04	Printed	010		GEORGES PIZZA (000177/1)
26372390	821.51	Printed	130		GOLD STAR FOODS, INC (001163/2)
26372391	8.28	Printed	010		GONZALES, HECTOR (000780/2)
26372392	153.00	Printed	010		GRAVES, JOHN (001454/1)
26372393	1,826.98	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26372394	889.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26372395	288.50	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26372396	1,759.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26372397	509.00	Printed	010		HOLTVILLE USD- TRANSPORTATION DEPARTMENT (000661/1)
26372398	1,225.44	Printed	010		HOME DEPOT Dept. 32-2152430579 (000203/2)
26372399	576.86	Printed	010		HUNTER GRACE ANDRADE (001392/1)
26372400	345.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
26372401	31.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
26372402	8,125.00	Printed	010		ISOM ADVISORS (000410/3)
26372403	179.80	Printed	010		Jabalera, Sandra (000843/1)
26372404	222.80	Printed	010		Jabalera, Sandra (000843/1)
26372405	71.14	Printed	010		KC AUTO SERVICE LLC (001368/1)
26372406	788.08	Printed	010		LUZ CHABOLLA (000495/1)
26372407	753.30	Printed	010		MOEDANO, ROBERTO (000568/2)
26372408	264.50	Printed	010		OSTERMANN, DAVID (001502/1)
26372409	95.00	Printed	010		PEREZ, ESTRADA DIANA (000501/1)
26372410	263.18	Printed	010		PIZANO, NADIA (000993/1)
26372411	333.71	Printed	010		R S D (000320/1)
26372412	4,320.00	Printed	300		RICHARD MEDINA INSPECTIONS (001470/1)
26372413	740.00	Printed	010		RIVAS, GINA (001226/1)
26372414	280.00	Printed	010		RUIZ, CELSO (000576/1)
26372415	2,250.00	Printed	010		SAN JOAQUIN COUNTY OF ED (000776/2)
26372416	4,511.00	Printed	010		SchoolsFirst Plan Administration LLC (000467/1)
26372417	9,437.98	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26372418	267.60	Printed	130		SMART and FINAL (000362/1)
26372419	112.90	Printed	130		SMART and FINAL (000362/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/14/2026, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000401 - 05/14/2026

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000401, Dated 05/14/2026 (continued)

26372420	47.59	Printed	130		SMART and FINAL (000362/1)
26372421	5,419.56	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26372422	733.20	Printed	010		TK ELEVATOR CORP (000706/2)
26372423	2,273.25	Printed	010		Tommys Screen Printing (000395/1)
26372424	4,545.27	Printed	010		WATER TREATMENT SERVICES (000483/1)
26372425	210.85	Printed	010		WAXIE SANITARY SUPPLY (000429/1)
26372426	1,593.44	Printed	130		ZORA ENTERPRISE DBA DOMINIO'S (001443/1)

1,714,399.83

Number of Items

77 Totals for Register 000401

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/14/2026, 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 Susana Martinez (SMARTINEZ), May 13 2026 2:19PM

Org Summary

Holtville Unified School District

Check #	26372350 through	26372426	Total Count	77	\$1,714,399.83
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HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2025/26
DATE: MAY 18, 2026

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

- | | | |
|-----------------------|----------------------------|---------|
| 1. Norberto Irungaray | HHS School Proctor | 5/11/26 |
| 2. Julian Jimenez | Pine SpEd Paraprofessional | 4/22/26 |
| 3. Miguel Marquez | Sub Cafeteria Worker II | 5/12/26 |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED LEAVE
DATE: MAY 18, 2026

The Board is requested to accept the following Certificated Leave:

1) Reyna Burgos	Finley Teacher	4/20/26-7/5/26
2) Viviana Nevarez-Sanchez	HMS Teacher	5/18/26-6/5/26

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED EMPLOYMENT
DATE: MAY 18, 2026

The Board is requested to approve the following Certificated Employment for the 2026/27 SY:

1. Rogelio Ruvalcaba	Teacher (HHS)	8/11/26
2. Yvonne Flores	Speech Therapist	8/11/26

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS



Date: March 20, 2026

To: California Adult Education Program (CAEP) Imperial County Adult Education Consortium Members

From: Renato Montaña, Deputy Superintendent ICOE

Please list the name(s) of the district personnel representing your district on the Imperial County Adult Education Consortium of the California Adult Education Program (CAEP) for the 2026-2027 school year.

Please remember the “alternate” is the “board member” when representing the district on the CAEP Governance Board in the absence of the designated board member. The school board must approve the members before May 30, 2026. **Board approval documentation is required.**

Please complete this form and send it to the ICOE Office of Higher Education and Adult Learning. You may also scan and email the signed, completed form to Mirella Cobarruvia-Joshi at mirella.cobarruvia@icoe.org

Adult Education Block Grant Governance Board

Celso Ruiz celso@husd.net

Board Member Name and Email

Fernanda Ledezma flederma@husd.net

Alternate Name and Email

Please list any other partners you would like included in CAEP correspondences:

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OUT OF STATE AND/OR OVERNIGHT TRIPS
DATE: MAY 18, 2026

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

1. HHS Girls Basketball Camp 6/6/16-6/7/26 at UCSD
2. HHS Girls Basketball Camp 6/13/26-6/14/26 at SDSU
3. HHS Girls Basketball Camp 6/26/26-6/27/26 at USD
4. HHS Boys Basketball Camp 6/19/26-6/20/26 at PLNU

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: 5/18/26

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			
Teacher Vacancy or Misassignment	0		
TOTALS	0		

Celso Ruiz

Print Name of District Superintendent

Signature of District Superintendent

Date

Memorandum of Understanding

Between the Holtville School District and the School Librarian Regarding Services for the 2026-2027 School Year

This Memorandum of Understanding establishes an Agreement between the Holtville Union School District (District) and Sarah Garcia (Librarian) and for the Librarian to provide services during the 2026-27 school year based on a transitory need by the District. The District's Superintendent will be the point of contact for the District's obligation under this MOU.

The terms of this Agreement are as follows:

1. Librarian Obligations:

- a. Provide 1 visit of service per month. This can be via zoom, in-person, or group meetings. Additional visits may be scheduled as needed.
- b. Plan and conduct a course of instruction for classified personnel assigned to the library. Staff development may include:
 - Planning and coordinating school library programs with the instructional programs of the school district.
 - Selecting materials for school and district libraries.
 - Reviewing all library purchases and approving before sending to purchasing departments.
 - Coordinating or supervising library programs at the school site or district level.
 - Supervising classified personnel assigned to school library duties.
 - Developing procedures for management of the school library site and district libraries.

2. District's Obligations:

- a. Compensation:
 - a. The District shall compensate the Librarian in the amount of **\$441 per month** for the 2026-27 School Year
 - b. The District shall cooperate and collaborate with the Librarian to assure that she can effectively perform the duties required by this MOU.
 - c. The District shall notify the Librarian no later than January 1, 2027 if any changes in library services are anticipated beyond the terms of this agreement.

3. Effective Date and Term of Agreement

This Agreement shall commence on the later of the date the Agreement is signed by all parties and shall remain in full force and effect until June 30, 2027.

4. Insurance: Consultants are not eligible for health insurance or other fringe benefits.

5. Independent Contractor

- a. The Librarian, in the performance of this Agreement, shall be and act as a library consultant. The Librarian understands and agrees that she shall be considered an employee of the District but is not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Librarian shall assume full responsibility for payment of federal, state, and local taxes, including unemployment insurance, social security, and income taxes.
- b. Except as otherwise set out in this Agreement, the Librarian shall determine the means and methods for carrying out the work to achieve the result required by District. The Librarian shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of the District.
- c. Nothing in this Agreement shall prohibit the Librarian from taking on other jobs or performing services for other entities, so long as she can perform the work necessary to carry out this Agreement.

6. Termination:

- a. In the event that the Librarian fails to perform on a material term of this Agreement, the District has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- b. In the event that the District fails to perform on the material term of this Agreement, the Librarian shall have the right to terminate the Agreement upon seven days written notice.

The Parties' representatives shall be:

Librarian:

Sarah Garcia

1210 Drew Road

El Centro, CA 93343

Phone: 760-562-7281

Email: skgarcia2004@yahoo.com

Holtville Union School District

Celso Ruiz, Superintendent

621 East Sixth Street

Holtville, CA 92250

Phone: 760-356-2974

Email: celso@holtville.k12.ca.us

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

For the Librarian:

By: Sarah Garcia

Sarah Garcia

School Librarian

Date: May 5, 2026

For Holtville School District:

By: _____

Celso Ruiz, Superintendent

Holtville School District

Date: _____

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

1. BASIS OF AGREEMENT

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

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

2. TERM OF AGREEMENT

This Agreement is effective for the 2026-2027 school year, including extended school year. It is subject to amendment, renewal or termination as specified herein.

3. REFERRAL PROCESS

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

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

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

4. DISTRICT OF SPECIAL EDUCATION ACCOUNTABILITY

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

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

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

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

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

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

5. IEP TEAM MEETINGS

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

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

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

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

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

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

6. ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS

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

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

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

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

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

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

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

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

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

8. HOME INSTRUCTION

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

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

9. INDEPENDENT STUDY

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

10. EMERGENCY CONDITIONS

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

11. TRANSPORTATION

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

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

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

12. PROGRESS REPORTS, REPORT CARDS, AND TRANSCRIPTS

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

13. ANNUAL NOTICE

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

14. PRIOR WRITTEN NOTICE AND RESPONSES TO PARENT/GUARDIAN

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

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

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

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

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

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

16. DUE PROCESS AND COMPLAINTS

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

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

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

17. STUDENT DISCIPLINE

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

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

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

18. ATTENDANCE AND TRUANCY

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

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

19. FOSTER/HOMELESS YOUTH

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

20. CALENDARS

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

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

21. STATEWIDE ACHIEVEMENT TESTING

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

22. DOR AND PARENT/GUARDIAN ACCESS

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

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

23. FUNDING

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

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

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

24. APPLICABLE LAWS

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

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

25. FINGERPRINT REQUIREMENTS

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

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

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

26. STAFF QUALIFICATIONS

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

27. HEALTH AND SAFETY

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

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

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

28. EMERGENCY INTERVENTION AND INCIDENT REPORTING

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

29. MANDATED REPORTING REQUIREMENTS

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

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

30. NON-DISCRIMINATION

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

31. INDEMNIFICATION

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

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

32. RENEWAL

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

33. TERMINATION

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

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

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

34. DISPUTE RESOLUTION

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

35. INSURANCE

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

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

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

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

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

36. ENTIRE AGREEMENT

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

37. AMENDMENT

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

38. ASSIGNMENT AND SUBCONTRACTING

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

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

39. FORCE MAJEURE

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

40. NOTICE

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

For DOR:
Celso Ruiz
Superintendent
621 East 6th St.
Holtville, CA 92250

For DOS:
Ruben Castro
Superintendent
1256 Broadway
El Centro, CA 92243

41. GENERAL INTERPRETATION

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

42. AUTHORITY

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

43. COUNTERPARTS AND ELECTRONIC SIGNATURE

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

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

DOR

Holtville Unified School District

DOS

El Centro Elementary School District

Celso Ruiz
Superintendent, or Designee

Ruben Castro
Superintendent, or Designee

Date

Date



IID

A century of service.

www.iid.com

April 23, 2026

Holtville Unified School District
Attn: Mitchell Drye
621 E. Sixth Street
Holtville, CA 92250

Re: Public Green Space Grants Award Notification – HUSD Multiple School Sites Project

Imperial Irrigation District (IID) is pleased to inform you that your organization's Public Green Space Grant application has been approved. The proposal demonstrates a nexus between essential community improvement needs and project benefits. It also supports IID's initiatives to reduce greenhouse gas emissions and provide resources for greener communities.

This letter acknowledges the grant total of \$35,000.00 awarded to your organization. An initial check was issued to your organization in the amount of \$17,500.00. The balance of \$17,500.00 will be issued at the project's completion. IID trusts that this grant will assist the organization in achieving the goals and objectives outlined in the application.

Once more, congratulations on your grant award and on the impactful work your organization is performing. IID is grateful for your efforts and looks forward to seeing the positive changes this grant will bring.

Regards,
Armando Aguilar
Public Benefits Program Specialist
(760) 482 – 3417 | email: aaguilar@iid.com

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
HOLTVILLE UNIFIED SCHOOL DISTRICT
2026-2027**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Imperial Community College District (“COLLEGE”) Holtville Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Imperial Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in Imperial County and within the regional service area of the COLLEGE, unless otherwise specified and agreed; and

WHEREAS, the COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, and the COLLEGE;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for 14 months beginning on June 1, 2026, and ending on July 30, 2027, and requires renewal in 12 months by May 30, 2027, unless otherwise terminated in accordance with Section 18 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college

Note: Reference AB 288 (Education Code § 76004)

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District for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- 13 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.
- 14 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership.

2. DEFINITIONS

- 21 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of the COLLEGE and applicable law.
- 22 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”
- 23 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving

students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

- 32 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable laws and policies.
- 33 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable laws and policies.
- 34 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 35 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil 's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.
- 36 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and

procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

- 43 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE. The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 44 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 52 Participating students must meet all COLLEGE prerequisite requirements as established and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 53 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript.
- 54 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 55 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, and assistance with assessment and placement are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 56 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated

according to COLLEGE policy.

- 5.7 A course dropped within the COLLEGE drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement.
- 6.2 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement.
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the COLLEGE academic department.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL

DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 69 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060.
- 72 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 73 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 74 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 82 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 83 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 84 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at

the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 91 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT.
- 92 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE.
- 93 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with COLLEGE procedures and academic standards.
- 94 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information:
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants.

10. APPORTIONMENT

- 101 The COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 102 The attendance of a high school pupil at a community college as a special part-time

or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 The COLLEGE certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended.
- 11.5 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- 11.6 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
- 11.7 The COLLEGE certifies that:
 - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE.

- 118 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit.

12. PROGRAM IMPROVEMENT

- 121 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 132 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- 15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE.
- 152 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 153 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

- 16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.3 Both the COLLEGE and SCHOOL DISTRICT agree to adhere to the following liability measures:

Certificate of insurance Liability and Worker's Compensation

- Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence. Additional Insured Endorsement naming COLLEGE and SCHOOL DISTRICT, and the school site/s as additional insured.
 - Commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence
 - Professional liability insurance with a limit of liability of not less than \$1,000,000 per occurrence
 - Workers' Compensation insurance with limits of at least \$1 million
- 16.4 Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate

17. NON-DISCRIMINATION

- 17.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

- 18.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 19 below.

19. NOTICES

- 19.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

IMPERIAL VALLEY COLLEGE
VICTOR TORRES,
ASSOCIATE DEAN OF WORKFORCE DEV. AND
NON-TRADITIONAL INSTRUCTION
380 EAST ATEN ROAD, IMPERIAL, CA. 92251
ATTENTION: VICTOR TORRES

HOLTVILLE UNIFIED SCHOOL DISTRICT
CELSO RUIZ
SUPERINTENDENT
621 E. SIXTH STREETH, HOLTVILLE, CA 92250
ATTENTION: CELSO RUIZ

20. INTEGRATION

- 20.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

21. MODIFICATION AND AMENDMENT

- 21.1 Modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be made in writing and signed by the Parties.

22. GOVERNING LAWS

- 22.1 This agreement shall be interpreted according to the laws of the State of California.

23. SEVERABILITY

- 23.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force

and effect.

24. COUNTERPARTS

24.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on _____
DATE

By: _____

Celso Ruiz
SCHOOL DISTRICT SUPERINTENDENT

By: _____

Dr. Lennor M. Johnson
COLLEGE SUPERINTENDENT/PRESIDENT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Imperial Community College District (“COLLEGE”) Holtville Unified School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement.
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership.
- a. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually or on or before May 1, 2027, and follow the protocols set forth in (a) and (b) of this section.
- b. The COLLEGE and SCHOOL DISTRICT point of contact:

LOCATION	NAME	TELEPHONE	EMAIL
College:	Victor Torres	760-355-6311	victor.torres@imperial.edu
School District:	Celso Ruiz	760-356-2974	celso@husd.net

2. STUDENT SELECTION

- a. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”
- b. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE.
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential.

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

CCAP AGREEMENT PROGRAM YEAR 2026-2027 - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor. The employer of record is the Imperial Community College District.

4.

PROGRAM YEAR: 2026-2027 COLLEGE: Imperial Valley College

SCHOOL DISTRICT: Holtville Unified School District HIGH SCHOOLS: Holtville High School/Freedom Academy/Sam Webb

TOTAL NUMBER OF STUDENTS TO BE SERVED: Up to 200	TOTAL PROJECTED FTES: 30
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	LOCATION
Introduction to Psychology	PSY C1000	Summer 2026	TBD	TBD	TBD	TBD
Oral Communication	COMM C	Summer 2026	TBD	TBD	TBD	TBD
History of Art II	ART 102	Summer 2026	TBD	TBD	TBD	TBD
Introduction to Public Health	HE 103	Summer 2026	TBD	TBD	TBD	TBD
American Government & Politics	POLS C1000	Summer 2026	TBD	TBD	TBD	TBD
Concepts of Criminal Law	AJ 102	Summer 2026	TBD	TBD	TBD	TBD
Intro to Chicano/a Studies	CHIC 100	Summer 2026	TBD	TBD	TBD	TBD
Elementary Statistics	STAT C1000	Summer 2026	TBD	TBD	TBD	TBD
US History: Reconstruction to Present	HIST 121	Summer 2026	TBD	TBD	TBD	TBD
Physical Geography	GEOG 100	Summer 2026	TBD	TBD	TBD	TBD
Physical Geography Laboratory	GEOG 111	Summer 2026	TBD	TBD	TBD	TBD
Intro to Micro Economic	ECON 101	Summer 2026	TBD	TBD	TBD	TBD
Religions of the Modern World	RELS 100	Summer 2026	TBD	TBD	TBD	TBD
Introduction to Sociology	SOC 101	Summer 2026	TBD	TBD	TBD	TBD
Introduction to Humanities	HUM 100	Summer 2026	TBD	TBD	TBD	TBD
Elementary Statistics	MATH 119	Summer 2026	TBD	TBD	TBD	TBD
Intro to Music Lit & Listening	MUS 102	Summer 2026	TBD	TBD	TBD	TBD
Composition and Reading	ENGL C1000	Summer 2026	TBD	TBD	TBD	TBD
Physical Anthropology	ANTH 100	Summer 2026	TBD	TBD	TBD	TBD
Introduction to Psychology	PSY C1000	Fall 2026	TBD	TBD	TBD	TBD

Oral Communication	COMM C	Fall 2026	TBD	TBD	TBD	TBD
History of Art II	ART 102	Fall 2026	TBD	TBD	TBD	TBD
Introduction to Public Health	HE 103	Fall 2026	TBD	TBD	TBD	TBD
American Government & Politics	POLS C1000	Fall 2026	TBD	TBD	TBD	TBD
Concepts of Criminal Law	AJ 102	Fall 2026	TBD	TBD	TBD	TBD
Intro to Chicano/a Studies	CHIC 100	Fall 2026	TBD	TBD	TBD	TBD
Elementary Statistics	STAT C1000	Fall 2026	TBD	TBD	TBD	TBD
US History: Since 1865	HIST C1002	Fall 2026	TBD	TBD	TBD	TBD
Physical Geography	GEOG 100	Fall 2026	TBD	TBD	TBD	TBD
Physical Geography Laboratory	GEOG 111	Fall 2026	TBD	TBD	TBD	TBD
Principles of Microeconomics	ECON 2001	Fall 2026	TBD	TBD	TBD	TBD
Religions of the Modern World	RELS 100	Fall 2026	TBD	TBD	TBD	TBD
Introduction to Sociology	SOCI C1000	Fall 2026	TBD	TBD	TBD	TBD
Introduction to Humanities	HUM 100	Fall 2026	TBD	TBD	TBD	TBD
Elementary Statistics	MATH 119	Fall 2026	TBD	TBD	TBD	TBD
Intro to Music Lit & Listening	MUS 102	Fall 2026	TBD	TBD	TBD	TBD
Composition and Reading	ENGL C1000	Fall 2026	TBD	TBD	TBD	TBD
Physical Anthropology	ANTH 100	Fall 2026	TBD	TBD	TBD	TBD
Introduction to Psychology	PSY C1000	Spring 2027	TBD	TBD	TBD	TBD
Oral Communication	COMM C	Spring 2027	TBD	TBD	TBD	TBD
History of Art II	ART 102	Spring 2027	TBD	TBD	TBD	TBD
Introduction to Public Health	HE 103	Spring 2027	TBD	TBD	TBD	TBD
American Government & Politics	POLS C1000	Spring 2027	TBD	TBD	TBD	TBD
Concepts of Criminal Law	AJ 102	Spring 2027	TBD	TBD	TBD	TBD
Intro to Chicano/a Studies	CHIC 100	Spring 2027	TBD	TBD	TBD	TBD
Elementary Statistics	STAT C1000	Spring 2027	TBD	TBD	TBD	TBD
US History: Reconstruction to Present	HIST 121	Spring 2027	TBD	TBD	TBD	TBD
Physical Geography	GEOG 100	Spring 2027	TBD	TBD	TBD	TBD
Physical Geography Laboratory	GEOG 111	Spring 2027	TBD	TBD	TBD	TBD
Intro to Micro Economic	ECON 101	Spring 2027	TBD	TBD	TBD	TBD
Religions of the Modern World	RELS 100	Spring 2027	TBD	TBD	TBD	TBD
Introduction to Sociology	SOC 101	Spring 2027	TBD	TBD	TBD	TBD
Introduction to Humanities	HUM 100	Spring 2027	TBD	TBD	TBD	TBD
Elementary Statistics	MATH 119	Spring 2027	TBD	TBD	TBD	TBD
Intro to Music Lit & Listening	MUS 102	Spring 2027	TBD	TBD	TBD	TBD

Composition and Reading	ENGL C1000	Spring 2027	TBD	TBD	TBD	TBD
Physical Anthropology	ANTH 100	Spring 2027	TBD	TBD	TBD	TBD
Introduction to Psychology	PSY C1000	Summer 2027	TBD	TBD	TBD	TBD
Oral Communication	COMM C	Summer 2027	TBD	TBD	TBD	TBD
History of Art II	ART 102	Summer 2027	TBD	TBD	TBD	TBD
Introduction to Public Health	HE 103	Summer 2027	TBD	TBD	TBD	TBD
American Government & Politics	POLS C1000	Summer 2027	TBD	TBD	TBD	TBD
Concepts of Criminal Law	AJ 102	Summer 2027	TBD	TBD	TBD	TBD
Intro to Chicano/a Studies	CHIC 100	Summer 2027	TBD	TBD	TBD	TBD
Elementary Statistics	STAT C1000	Summer 2027	TBD	TBD	TBD	TBD
US History: Since 1865	HIST C1002	Summer 2027	TBD	TBD	TBD	TBD
Physical Geography	GEOG 100	Summer 2027	TBD	TBD	TBD	TBD
Physical Geography Laboratory	GEOG 111	Summer 2027	TBD	TBD	TBD	TBD
Principles of Microeconomics	ECON 2001	Summer 2027	TBD	TBD	TBD	TBD
Religions of the Modern World	RELS 100	Summer 2027	TBD	TBD	TBD	TBD
Introduction to Sociology	SOCI C1000	Summer 2027	TBD	TBD	TBD	TBD
Introduction to Humanities	HUM 100	Summer 2027	TBD	TBD	TBD	TBD
Elementary Statistics	MATH 119	Summer 2027	TBD	TBD	TBD	TBD
Intro to Music Lit & Listening	MUS 102	Summer 2027	TBD	TBD	TBD	TBD
Composition and Reading	ENGL C1000	Summer 2027	TBD	TBD	TBD	TBD
Physical Anthropology	ANTH 100	Summer 2027	TBD	TBD	TBD	TBD

5. **Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered:

Students are being prepared to be college-ready by taking IVC General Education requirements. Students are being prepared to be career-ready by taking IVC Career Education courses. Students are being prepared for college level courses by taking college and career readiness courses. Students who are not at college ready level can take innovative courses offered by the college including college readiness courses, non-credit, or preparation courses.

6. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before July 1 each year of this agreement and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE shall annually report the student data to the office of the Chancellor of the California Community Colleges.
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement.
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site.
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement.
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

7. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

8. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence.

- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

9. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section
- b. 15, Facilities, of this CCAP Agreement.

Memorandum of Understanding

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

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (Subscriber) for the ICOE to maintain and make available to Subscriber a business process management system of integrated fiscal, HR, and Payroll applications (ERP System) for the 2026-2027 Fiscal Year (with provisions for automatic renewal).

The terms of this Agreement are as follows:

1. **Effective Date and Term.** The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from July 1, 2026, through June 30, 2027, but shall automatically renew for a one-year period, unless ICOE or Subscriber communicates to the other party at least 120 days prior to the end of the Term a desire to end the Agreement at the current termination date. Such automatic renewal shall continue from term to term until either Party communicates a desire to end the Agreement as set forth herein.
2. **Definitions.**
 - a. "Parties" refers to both ICOE and Subscriber collectively.
 - b. "Party" refers to either ICOE or Subscriber.
 - c. "Fiscal year" means the annual period that begins on July 1 and ends on June 30 of the subsequent calendar year.
 - d. "ERP System environment" means the technical infrastructure, whether hosted, cloud-based, or locally managed, through which the ERP System is delivered.
3. **ICOE Obligations:**

- i. Total Cost to Subscriber: Subscriber agrees to pay the ICOE for the services rendered based on the Cost Model set out below.
- ii. Cost Model: The cost allocation is based on the level of usage of the ERP system.
 - 1. The cost is distributed across all subscribers based on the count of commercial and payroll warrants issued during the fiscal year two years prior to the Term of the Agreement, allocating 25% of the cost to commercial warrants activity and 75% to payroll warrants activity as detailed in Appendix A - Cost allocation.
 - 2. For subsequent Terms (assuming automatic renewal as set forth in Paragraph 1), the ICOE shall notify Subscriber in writing of its estimate of the next year's Total Cost no later than 120 days prior to the end of the current Term (which shall assume continued participation of the then current subscribers and will be subject to changes should the current subscribers non-renew or new subscribers enter the ERP system).
- iii. Billing: ICOE shall collect payment from the Subscriber on a monthly basis for the above services for the Term of the Agreement. Payment will be collected by ICOE through an inter-district fund transfer. If the Subscriber does not have the capability of a direct transfer of funds, ICOE will invoice the Subscriber on a monthly basis for the above services. Within 30 days of receiving the ICOE's invoice, the Subscriber shall pay the invoiced amount to ICOE.

5. Security and Cyber Incident Reporting

- a. Due to the high value of the information contained in the ERP Financial System, the Subscriber must implement adequate security measures when connecting to the system. To protect sensitive financial data, the Subscriber agrees to use secure access methods as required by ICOE, which may include technologies such as Virtual Private Network (VPN), Multi-Factor Authentication (MFA), or other secure access controls appropriate to the ERP System environment. Furthermore, the Subscriber is responsible for keeping the VPN and MFA software up to date.
- b. ICOE reserves the right to temporarily suspend a Subscriber's access if there is reasonable suspicion of malware infection or other cybersecurity threats. ICOE will promptly notify the Subscriber of any such actions.

- c. The Subscriber must immediately notify ICOE upon suspecting or confirming of any cyber incident affecting its systems or user accounts that could compromise the security of the ERP Financial System environment. The notification must be made through a secure method, such as a phone call or text message. If email is used, the Subscriber must first ensure that it has not been compromised.

6. User Account Management and Security

- a. As part of our ongoing commitment to maintaining the security and efficiency of the ERP Financial System, Subscriber shall actively manage user accounts and access permissions. To help ensure account security and compliance with best practices, Subscriber shall:
 - i. Regularly review and deactivate accounts of individuals who are no longer employed with the district.
 - ii. Confirm that active user accounts have the appropriate level of access based on staff roles and responsibilities.
 - iii. Update user information for employees who have changed positions within the district.
- b. To enhance security measures, ICOE has implemented an automated account deactivation feature. This feature runs at scheduled intervals to automatically deactivate user accounts that have remained inactive for an extended period, as defined by the ERP (e.g., three months). Subscribers have the ability to reactivate deactivated accounts as needed.

7. Termination:

- a. Either Party may terminate this Agreement with or without cause by providing 90 days' written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- b. In the event that the Subscriber fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- c. In the event that ICOE fails to perform on a material term of this Agreement, then the Subscriber shall have the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.

8. **Additional Services.** If the Subscriber requests additional services beyond the scope of this agreement, the Subscriber shall cover the associated costs. If the Subscriber believes that additional services are necessary or desirable, and they are agreeable by both Parties, ICOE shall submit a written description of the additional services to the Subscriber, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
9. **Indemnification.**
- a. The Subscriber agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE arising out of the Subscriber's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the Subscriber shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The Subscriber shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.
 - b. ICOE agrees to indemnify, defend, and hold harmless the Subscriber, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the Subscriber arising out of ICOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of Subscriber, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the Subscriber under this Agreement, ICOE shall reimburse the Subscriber for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action.
10. **Insurance.**
- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

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

11. **Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

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

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, with Imperial County designated as the venue for any disputes.

13. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and the Subscriber and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
14. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
24. **Disclaimer of Warranties.** The use of the ERP System is on an as-is basis at the election of the Subscriber. Other than as is set forth in this Agreement, neither Party makes any representations or warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. The ERP System may be delivered through various technical environments, and ICOE makes no representation regarding any specific deployment model.
25. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

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

ERP Cost Allocation

Budget Fiscal Year 2025-26: 1,266,696.00

Increase 3%
 Budget Fiscal Year 2026-27: 1,304,697.00
 APY 25%
 PAY 75%

	Counts from Fiscal Year 2024				Fiscal Year 2025-26			Counts from Fiscal Year 2025				Fiscal Year 2026-27			(+/ -)
	APY		PAY		APY	PAY	APY	PAY	APY	PAY	APY	PAY			
	Transactions		Transactions										Transactions		
1 Imperial Valley College	40	0.08%	10,226	10.50%	245.27	99,772.26	100,017.53	53	0.10%	10,582	10.72%	337.81	104,872.87	105,210.68	5,193.16
10 Brawley Elementary	2,352	4.55%	7,646	7.85%	14,421.59	74,599.91	89,021.50	2,137	4.18%	8,401	8.51%	13,620.87	83,258.08	96,878.95	7,857.45
12 Brawley High	2,280	4.41%	3,547	3.64%	13,980.11	34,607.10	48,587.21	2,257	4.41%	3,692	3.74%	14,385.73	36,589.55	50,975.28	2,388.07
15 Calexico Unified	5,201	10.07%	18,001	18.49%	31,890.59	175,630.79	207,521.39	5,204	10.17%	18,728	18.97%	33,169.40	185,603.77	218,773.17	11,251.79
18 Calipatria Unified	1,968	3.81%	2,509	2.58%	12,067.04	24,479.62	36,546.66	2,019	3.95%	2,642	2.68%	12,868.76	26,183.53	39,052.29	2,505.63
21 Central Union High	3,253	6.30%	7,414	7.61%	19,946.18	72,336.35	92,282.54	3,242	6.34%	7,409	7.50%	20,663.95	73,426.87	94,090.81	1,808.28
24 El Centro Elementary	4,582	8.87%	12,419	12.75%	28,095.11	121,168.76	149,263.87	4,359	8.52%	12,916	13.08%	27,783.51	128,003.97	155,787.48	6,523.61
27 Heber Elementary	1,897	3.67%	3,279	3.37%	11,631.70	31,992.30	43,624.00	1,885	3.68%	3,301	3.34%	12,014.66	32,714.55	44,729.21	1,105.22
30 Holtville Unified	2,501	4.84%	4,211	4.32%	15,335.20	41,085.57	56,420.76	2,822	5.51%	4,127	4.18%	17,986.94	40,900.62	58,887.56	2,466.79
33 Imperial Unified	2,952	5.72%	8,107	8.33%	18,100.56	79,097.76	97,198.33	2,817	5.50%	8,936	9.05%	17,955.07	88,560.19	106,515.27	9,316.94
36 Magnolia Elementary	479	0.93%	289	0.30%	2,937.05	2,819.69	5,756.74	481	0.94%	289	0.29%	3,065.81	2,864.13	5,929.94	173.20
39 McCabe Elementary	1,288	2.49%	2,326	2.39%	7,897.54	22,694.14	30,591.68	1,235	2.41%	2,335	2.36%	7,871.68	23,141.01	31,012.69	421.01
42 Meadows Elementary	1,315	2.55%	1,343	1.38%	8,063.09	13,103.28	21,166.37	1,211	2.37%	1,288	1.30%	7,718.71	12,764.72	20,483.42	(682.95)
45 Mulberry Elementary	381	0.74%	132	0.14%	2,336.15	1,287.89	3,624.04	377	0.74%	138	0.14%	2,402.93	1,367.65	3,770.58	146.54
48 San Pasqual Valley Unified	1,694	3.28%	1,850	1.90%	10,386.98	18,049.94	28,436.92	1,584	3.10%	1,870	1.89%	10,096.14	18,532.63	28,628.77	191.85
51 Seeley Elementary	957	1.85%	965	0.99%	5,867.97	9,415.24	15,283.21	1,054	2.06%	983	1.00%	6,718.01	9,742.02	16,460.03	1,176.83
54 Westmorland Elementary	1,100	2.13%	1,417	1.46%	6,744.79	13,825.28	20,570.07	967	1.89%	1,224	1.24%	6,163.49	12,130.45	18,293.94	(2,276.13)
60 ICOE	13,181	25.52%	9,857	10.12%	80,820.97	96,172.03	176,993.00	13,046	25.49%	8,063	8.17%	83,152.95	79,908.33	163,061.28	(13,931.72)
68 IVROP	3,723	7.21%	1,833	1.88%	22,828.05	17,884.08	40,712.12	3,859	7.54%	1,812	1.84%	24,596.60	17,957.82	42,554.42	1,842.30
71 ICOE-SIPIC	15	0.03%	-	0.00%	91.97	-	91.97	17	0.03%	-	0.00%	108.36	-	108.36	16.38
77 ICOE-JTPA	16	0.03%	-	0.00%	98.11	-	98.11	17	0.03%	-	0.00%	108.36	-	108.36	10.25
80 ICOE-IVTA	83	0.16%	-	0.00%	508.93	-	508.93	65	0.13%	-	0.00%	414.30	-	414.30	(94.63)
90 IC Schools VEBA	379	0.73%	-	0.00%	2,323.89	-	2,323.89	455	0.89%	-	0.00%	2,900.09	-	2,900.09	576.20
102 Balington Academy	9	0.02%	-	0.00%	55.18	-	55.18	11	0.02%	-	0.00%	70.11	-	70.11	14.93
	51,646	100.0%	97,371	100.00%	316,674.00	950,022.00	1,266,696.00	51,174	100.0%	98,736	100.00%	326,174.25	978,522.75	1,304,697.00	38,001.00

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



GoTo Communications, Inc.
333 Summer Street, 5th Floor
Boston, MA 02210-1702

ORDER FORM

CONTACT INFORMATION.

Customer: Holtville Unified School District Address: 621 E 6th St, Holtville, CA United States, 92250 Shipping Address: Main Contact: Anthony Martinez Email: tmartinez@husd.net Phone: +17603562974 VAT/TVA/ABN Number:	GoTo Representative: Name: Rob Johnson Email: rob.johnson@goto.com Phone: (626) 513-0105 Fax: QUOTE OR OID #: Q-1093590 UID #: Opp ID #: 2602268577232 Quote Date: 31-Mar-2026 Quote Expiration Date: 31-Jul-2026
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TERM & BILLING INFORMATION.

Payment Method: Invoice Term & Billing Frequency: Annual Annual Payment Terms: Net 15
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AGREEMENT.

<i>This Order Form is governed by the terms of the Terms of Service found at https://www.goto.com/company/legal/terms-and-conditions unless: Customer has a written agreement mutually agreed upon by GoTo for such Services, in which case such written agreement will govern; or (ii) to the extent otherwise set forth in the Supplemental Terms below. The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the Contracting Entities Table and the Service Descriptions.</i>

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

Purchase Order Process:

If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: Holtville Unified School District		If Billing Contact is different than above, please provide:	
Signature:		Billing Address:	
Name:		Billing/Invoicing Contact: Billing_Contact_1	
Title:		Telephone: Billing_Phone_1	
	Customer Authorized Signatory	Email:	
Date:			

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed			
Service Start Date	31-Mar-2026	Billing Start Date	30-Aug-2026
Number of Free Months	5	First Invoice Date	01-Sep-2026
Contract End Date	31-Aug-2029		

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	GoTo Price	Total
Voice Number DID Port - Configuration Fee	1	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Taxes and Fees:					USD 0.00
TOTAL AMOUNT:					USD 0.00

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	GoTo Price	Total Price

GoTo Connect for Education	41	212	USD 10.50	USD 4.55	USD 5.95	USD 1,261.40
Voice - Standard DID - Monthly Charge	41	212	USD 5.00	USD 4.75	USD 0.25	USD 53.00
Managed Services for Education	41	212	USD 5.00	USD 2.50	USD 2.50	USD 530.00
Taxes and Fees:						USD 227.49
TOTAL AMOUNT:						USD 2,071.89

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed			
Service Start Date	31-Mar-2026	Billing Start Date	30-Aug-2026
Number of Free Months	5	First Invoice Date	01-Sep-2026
Service Renewal Date	01-Sep-2029		



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

☐

1) My company has already raised a purchase order document and is providing it along with this signed order form

☐

2) My company does not issue purchase orders

☐

3) In Lieu of my company's standard purchase order and

- Have obtained all necessary approvals to release funds for this purchase and
- Confirm the relevant invoice(s) can be paid without a reference to a purchase order number

☐

4) My company has a standard purchase order and is unable to provide it right now. As a result,

- Will send the approved purchase order to GoTo within **4 business days** of signature date below.

CUSTOMER LEGAL NAME:

Holtville Unified School District

Invoice To/Bill To ADDRESS

621 E 6th St, Holtville, CA United States, 92250

Billing Contact: Anthony Martinez

Billing Phone: +17603562974

Billing Email: tmartinez@husd.net

Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.

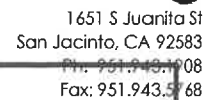
You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-1093590

This form is issued under the terms and conditions of the following agreement between the parties:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO GOTO, YOU CONFIRM THIS IS AN ORDER FOR THE GOTO SERVICE(S) LISTED HEREIN AND AGREE TO THE [TERMS OF SERVICE](https://www.goto.com/company/legal/terms-and-conditions) <https://www.goto.com/company/legal/terms-and-conditions> WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

[illegible]



1651 S Juanita St
San Jacinto, CA 92583
Ph: 951.943.1908
Fax: 951.943.5768

CHANGE ORDER

Quote/Job #	Q:53073 P:50951 S:4832
CLIENT INFORMATION:	
Holtville Unified School District	DATE: 4/22/2026
640 Chestnut Ave.	CHANGE ORDER NO: 50951-03
Holtville, CA 92250	ORIGINAL CONTRACT SUM: \$ 2,218,892.00
	CONTRACT SUM TO DATE: \$ 2,226,421.64
	THIS CHANGE ORDER: \$4,576.00
	NEW CONTRACT SUM TO DATE: \$2,230,997.64
PROJECT NAME: Emmett S. Finley ES	

The Contract Agreement dated September 23rd, 2025 (the "Agreement") by and between Class Leasing, LLC and Holtville Unified School District is changed as follows:

DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL
Engineering and Design per hour due to Discovery of Existing Electrical and Communication Lines per RFI 50951-02 Response.	EA	16	\$286.00	\$4,576.00
Note: Change Order 50951-04 does not include any work that may arise from design changes.				
NET CHANGE IN CONTRACT PRICE:				\$4,576.00

The Period of Performance as a result of this Change Order is changed by: 0 Days
Date of Substantial Completion as of the date of this Change Order is: 7/31/2026

This Proposed Change Order becomes valid upon being signed by the Contractor, Owner and Architect/ Construction Manager (if applicable). This document will become a supplement to the agreement and all terms and conditions remain in full force and effect.

PROPOSED:

Class Leasing LLC

Contractor

Lori Whittington

Signature

Lori Whittington

Printed Name:

4/22/2026

Date

ACCEPTED:

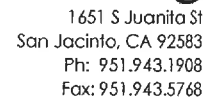
Customer

Signature

Printed Name:

Date

****Please sign and return form within 7 days of receipt****



Quote/Job #	Q:53073 P:50951 S:4832	
CLIENT INFORMATION:	DATE:	2/3/2026
Holtville Unified School District	CHANGE ORDER NO:	50951-03
640 Cheanut Ave,	ORIGINAL CONTRACT SUM:	\$ 2,218,892.00
Holtville, CA 92250	CONTRACT SUM TO DATE:	\$ 2,228,519.00
	THIS CHANGE ORDER:	-\$2,097.36
	NEW CONTRACT SUM TO DATE:	\$2,226,421.64
PROJECT NAME:	Emmett S. Finley ES	

[illegible]

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RESOLUTION NO. 2025/26-008

RESOLUTION OF THE BOARD OF EDUCATION OF THE HOLTVILLE UNIFIED SCHOOL
DISTRICT AUTHORIZING THE USE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CONTRACT #4-22-12-1015

WHEREAS, the Board of Education (the “Board”) of the Holtville Unified School District (the “District”) has determined that a need exists for the acquisition of playground equipment;

WHEREAS, Sections 10290 et seq. and 12101.5 of the California Public Contract Code include approval for local government agencies to use the California Multiple Award Schedule (CMAS) through the State’s Department of General Services for acquisition of information technology and non-information technology products and services;

WHEREAS, the District would like to avail itself of the benefits and protections of the CMAS program;

WHEREAS, Dave Bang Associates Incorporated of California has a CMAS Contract (Number 4-22-12-1015), which is incorporated by reference herein; and

WHEREAS, Dave Bang Associates Incorporated of California intends to contract with the District to provide the referenced equipment and materials pursuant to CMAS program requirements and according to the price schedule on file with the State.

NOW, THEREFORE, BE IT RESOLVED, that the Board, having considered the foregoing and such other evidence as has been presented to the Board with regard to this matter, finds, declares and resolves that:

Section 1. The above recitals are true and correct.

Section 2. It is in the best interest of the District to purchase the equipment and materials from Dave Bang Associates Incorporated of California that are set forth on Exhibit A attached hereto pursuant to the terms and conditions of CMAS Contract Number 4-22-12-1015.

Section 3. The Assistant Superintendent is hereby authorized and directed to do any and all things and to execute and deliver any all documents which are deemed necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 4. This resolution shall be effective as of the date of its adoption.

APPROVED AND ADOPTED by the Board of Education of the Holtville Unified School District on this ____ day of ____, 20__, by the following vote on roll call:

Ayes:

Nays:

Abstentions:

Absences:

Board of Education:

President Duarte:

Clerk Grizzle:

Trustee Iten:

Trustee Garewal:

Trustee Abatti:

President of the Board of Education
Holtville Unified School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Education of the Holtville Unified School District at a public meeting of said Board held on _____, 20__.

Clerk of the Board of Education
Holtville Unified School District

To: **Holtville Unified School District**
Attn: John Paul Wells
640 Chestnut Ave
Holtville, CA 92250

Estimate Date

02/18/2026

Salesperson

Alex Beron

Finley Elementary - TK Playground

Estimated Shipping Date 5-12 Weeks		Shipped Via Truck - CA	FOB Holtville	Terms Net 30	Bid ID # CMAS #4-22-12-1015
Quantity	Description	Unit Price		Total Extended	
1	Playworld # C26079, Custom Challengers Playstructure with 3-1/2" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece coated perforated steel decks with (17) Active Play Events to accommodate (48) users, Ages 2-5	\$82,319.00		\$82,319.00	
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 2-5 *FREE with qualifying purchase of list price over \$10,000	\$0.00		\$0.00	
	Subtotal			\$82,319.00	
	Less CMAS Discount			(\$14,817.42)	
1	Shipping	\$7,606.00		\$7,606.00	
				Discount Total (\$14,817.42)	
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS				Subtotal \$75,107.58	
THANK YOU FOR THIS CHANCE TO ESTIMATE				Tax (7.75%) \$5,231.37	
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.				Total \$80,338.95	

PAY HERE

Accepted By
 Print Name: _____

Signature: _____

Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!



A&N Quality Builders

998 Industry Way | El Centro, CA 92243 | (760) 337-9488 | office@an-qualitybuilders.com

COST PROPOSAL

May 6, 2026

Holtville Unified School District
621 East Sixth St.
Holtville, CA 92250
Attn: JP Wells

RE: Finley School Playground Project #24087

SCOPE OF WORK

1. Install owner furnished playworld play equipment. Includes labor, equipment, and miscellaneous material

Our price for work specified above is **\$45,500.00 (Forty-five thousand five hundred dollars and no cents)**

Payment:

Exclusions: Playground structure, DSA Plans or permits, and inspections

If during the course of construction other problems or conditions unknown to us are encountered and additional work is required, additional cost may be added to this contract.

This proposal is not valid after 30 days of the date shown. Any changes made to this proposal must be made in writing.

If you have any questions regarding this project, please do not hesitate to contact us at (760) 337-9488.

Respectfully submitted,

Juan Agatep
Vice president