

# HOLTVILLE UNIFIED SCHOOL DISTRICT

# Governing Board of Trustees Regular Board Meeting January 21, 2025

#### **Board of Trustees**

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

Superintendent
Celso Ruiz
Assistant Superintendent
John Paul Wells



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

Tuesday, January 21, 2025 CLOSED SESSION 5:00 P.M, OPEN SESSION 6:00 P.M. Holtville Unified School District, Board Room, 621 East 6<sup>th</sup> Street., Holtville, CA. 92250

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to Trustees after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the Office of the Superintendent located at 621 E. Sixth Street, Holtville, Ca. 92250

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent at (760)356-2974, or in writing, at least 24 hours prior to the meeting. (Government Code section 54954.2).

<i>1</i> .	PRELIMINA	RY				
	Call to Order					
	Flag Salute					
	Roll Call			Present	Absent	
	Ben Abatti Jr.	, President				
	Julie Duarte,	Clerk				
	Kevin Grizzle,	Member				
	Larry Iten, Me	ember				
	Jared Garewa					
	Luis Martinez	, Student Rep				
		•				
<i>2</i> .	MODIFICAT	TIONS OF THE ORDE	ER OF THE A	GENDA, I	F ANY.	
	Motion:	Second:	Ayes:	Nays:	Vote: -	
<i>3</i> .	STATEMEN'	TS FROM THE PUBL	IC REGARDI	NG ITEMS	S ON THE	
		SSION AGENDA.				
		bers of the public may addr	ess the Board onl	v as to items	on the closed session	agenda. If you wish to
		d, please stand, give your n				
	Individual preser exceed twenty mi	ntations shall not be for mor nutes.	re than three (3) m	inutes and th	e total time for this p	urpose shall not
4.	CLOSED SE	SSION				
	A) Closed Ses	sion in accordance with	Government Co	ode section	54957: Public Em	ployee
		Dismissal/Release			-	

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

Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association

5. REPORTABLE CLOSED SESSION ACTIONS:

# BOARD OF TRUSTEES HOLTVILLE UNIFIED SCHOOL DISTRICT REGULAR MEETING – January 21, 2025 AGENDA PAGE 2

#### 6. RECOGNITIONS

Finley School Students & HHS Cheerleaders

# 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

of \$100,000

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.

2) Grant Agreement Imperial County Agricultural Benefit Program for HUSD HHS FFA in the amount

Pgs. 25-34

Pgs. 35-39

<b>A.</b>	GENERAL FUNCTION	
	1) Adoption of Minutes: December 16, 2024	Pgs. 3-6
	(Supplemental Information)	
В.	FINANCE AND BUSINESS	
	1) Warrant Orders week beginning 12/19/24 to week ending 1/16/25	Pgs. 8-18
	(Supplemental Information)	
<i>C</i> .	PERSONNEL SERVICES	
	1) Classified Resignation	Pg. 20
	2) Classified Employment	Pg. 21
	3) Classified Retirement	Pg. 22
	4) Certificated Stipend	Pg. 23
D.	GENERAL BUSINESS	
	The Board is asked to approve the following items:	

1) Service Contract between Triad Security Inc. & HUSD

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

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – January 21, 2025
AGENDA PAGE 3

<i>10</i> .	TIAT.	OIUI	AIIUI	V <i>ITEMS</i>

A) 2024-25 LCAP Mid-Year Report - Mr. Velazquez

#### 11. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:  A) Approve the 2023-24 Audit Report	(Mr. Wells) Pg. 42 ****
Motion: Second:	
Preferential Student Vote - Aye: Nay:	
Ayes: Nays: Vote:	
B) Nominate an IVROP Board Representative	(Mr. Ruiz)
Motion: Second:	
Preferential Student Vote - Aye: Nay:	
Ayes: Nays: Vote: -	

#### 12. FUTURE BOARD MEETING DATE

Tuesday, February 18, 2025 is the next Regular Board Meeting

#### 13. ADJOURNMENT

#### 14. CLOSED SESSION if needed

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

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

#### MISSION STATEMENT

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

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**CONSENT AGENDA** 

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**MINUTES** 

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on December 16, 2024, at the Holtville Unified School District Board Room 621 E 6<sup>th</sup> Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

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

**MEMBERS ABSENT:** None

**MODIFICATION OF THE AGENDA:** Moved by Trustee Hester, Seconded by Trustee Abatti to add Item 10, Communication from the School District. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

#### ADMINISTER OATH OF OFFICE

The Oath of Office was administered by Administrative Assistant Ann Garcia to re-elected Board Member Jared Garewal, and newly elected Board Member Larry Iten.

#### REORGANIZATION OF THE BOARD

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

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

#### **CLOSED SESSION**

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

Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Agency Negotiator: Superintendent; Employee Organization: Holtville Teachers Association. Student Discipline Pursuant to California Education Code Section 48900 #8143635756.

#### REPORT OF CLOSED SESSION In: 5:07 p.m. Out: 6:12 p.m.

The Governing Board in closed session by unanimous vote took action to send non-reelection notice to the following Temporary Certificated Employee: #175012.

The Governing Board in closed session by unanimous vote took action to expel the following student #8143635756 from Holtville Unified School District Pursuant Educational Code Section 48900.

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#### RECOGNITIONS

Mr. Drye recognized students Justin Duenas & Gonzalo Gonzalez from Sam Webb for their hard work.

Mrs. Lansman recognized Giselle Estrada & Leslie Vargas from Freedom Academy for being outstanding and dedicated students.

Mrs. Harrison recognized Pine Students of the Month: Christopher Valenzuela, Cole Spangler, Avery Sutter, Rhett Boston, Mady Claverie, Kalea Sutter & Lexi Sutter.

# ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURIDISDICTION OF THE BOARD. None

#### COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – VP Moedano had nothing to report.

CSEA – not present

Grizzle – welcomed Iten as new board member and wished everyone a Merry Christmas.

Duarte – echoed what Grizzle said.

Abatti – also welcomed Iten and thanked Hester for his many years of service as a board member.

Garewal – echoed Abatti

Wells – welcomed Iten

Ruiz – welcomed Iten and Jared to 4 more years. Wished everyone a Merry Christmas. Luis Martinez – finals are this week at HHS. December 18, HHS will have an event with many booths selling food and music provided by HHS band. HHS cheer won CIF.

# CONSENT AGENDA GENERAL FUNCTIONS

Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: October 29, 2024 & November 18, 2024. FINANCE AND BUSINESS – Warrant orders week beginning 11/21/24 to week ending 12/12/24. PERSONNEL SERVICES – Classified Employment of Jazmin Escamilla, Cafeteria Sub (District); Karinna Rosales Torres, Cafeteria Sub (District); Marina Mendez, Transportation Van Driver (District); Suzanne Gonzalez, SpEd Paraprofessional (HHS); Diana Bernal, SpEd Paraprofessional (HMS). Classified Resignation of Marina Mendez, Cafeteria Worker 12/2/24; Abril Castaneda, Paraprofessional 1/3/25. Classified Leave of Absence of Estela Estrada, SpEd Secretary 12/3/24-12/20/24. Certificated Resignation of Yurii Camacho, Teacher (Finley) 12/31/24. GENERAL BUSINESS – Border region Talent Pipeline Collaborative Participation Agreement. Imperial County Community Benefit Program Grant Agreement in the amount of \$100,000. MOU between ICOE & Instruction professional Learning & Leadership Support Department & HUSD. Revised 2024-25 HUSD School Calendar Fair Day change. MOU between ICOE & HUSD Regarding the Interdistrict Application Project.

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#### **CONSENT AGENDA continued**

Title 1 LEA-Level Parent &n Family Engagement Policy. Webhosting, CMS & WCAG2 oversight services 5-year agreement between HUSD & Finalsite. Copy machine lease and service agreement between HUSD & Konica Minolta. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

#### INFORMATION ITEMS

Greg Cox was not present to give a construction update, so Mr. Wells gave it. The signage for the HUB building at Finley is completed. The lights on the HMS field are up. The fire alarm at HHS is in progress and they are working on the DSA comments for the HHS cafeteria.

#### PUBLIC HEARING

To hear comments regarding the Initial proposal from the Holtville Unified School District to the Holtville Teachers Association to Fully Resolve Limited Reopeners for 2024-2025. No comments or questions.

#### **ACTION/DISCUSSION ITEMS**

Moved by Trustee Duarte, Seconded by Trustee Abatti to adopt Initial Proposal from the Holtville Unified School District to the Holtville Teachers Association to Fully Resolve Limited Reopeners for 2024-2025. Mr. Ruiz asked the Board to adopt the proposal so that the negotiations may begin. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve Holtville Middle School 2024-25 Parent and Family Engagement Policy/Plan. Mr. Garcia explained that the School Site Council revised the plan/policy and compact. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Duarte to approve Freedom Academy and Sam Webb 2024-25 Parent and Family Engagement Policy/Plan. Mr. Drye explained that since Sam Webb and Freedom Academy are small, they have combined both schools' School Site Council. The SSC revised and approved the plan/policy. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Iten to approve the 2023-24 Annual and Five-Year Developer Fees Report. Mr. Wells explained that this report is an annual requirement and has to be completed within 6 months of the close of our fiscal year, which is June 30th each year. We collect fees on development within the District and must use on qualifying construction projects for student facilities. As you can see in the report, the 2023-24 fee rates were \$4.79/sq ft for residential and \$0.78/sq ft for commercial development. These rates increased on July 1 to \$5.17/sq ft for residential and \$0.84/sq ft for commercial. This will be valid for two fiscal years. The report shows our balance is at approximately \$163,000 at 6/30/24. This amount is relatively low compared to other districts where there are large residential development projects. Currently we have two projects where these funds could be used - the HHS kitchen/dining/multipurpose and the TK/Kinder facilities expansion project. Both of our qualifying projects need additional funding to proceed. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve the 2024-25 First Interim Report. Mr. Wells first

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gave the newly sworn in Board member and the Student Board member a school finance 101 presentation. The General Fund Unrestricted revenues are down -\$144,300 since the September report due mostly to a 3.3% decrease in the Unduplicated percentage since adoption. The General Fund Restricted revenues are up roughly \$460,000 since the prior report due to additional CCSPP, Special Ed funds. The general Fund Expenditures are down approximately -\$132,400 since September report die largely to a decrease in the budgeted transfer to Fund 40. The General Fund Restricted Expenditures are up roughly \$235,000 since the prior report due to additional revenues received as well as budgeting funds on one-time project costs in Maintenance. The general Fund Projected EFB is down -\$11,900 while the General Restricted Projected EFB is up approximately \$224,400. The District will continue to monitor 2024-25 projections and make updates as necessary. The next 2024-25 Second Interim report will be in March. Preferential Student Vote; Aye. Passed by unanimous votes Ayes: 6, Nays: 0.

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

Regular Board Meeting: Tuesday, January 21, 2025

#### **ADJOURNMENT**

The meeting adjourned at 7:02 p.m.

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

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**WARRANTS** 

Register 000326	5 - 12/19/2024		Bank Account COUNTY - County
Number	Amount Status	Fund Cancel Register (Date	e) Payee
Bank Account CO	UNTY - County, Register 000326,	Dated 12/19/2024	
25303331	8,800.00 Printed	210	PRECISION INSPECTIONS INC (001147/1)
	8,800.00 Number of	f Items 1 Totals for Regist	ster 000326

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account CO	UNTY - County, Re	egister <b>000327,</b> Da	ated 12/19/20	24	
25303839	394.70	Printed	010		A T & T (000008/2)
25303840	3,518.17	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25303841	56.58	Printed	010		AUTO ZONE (000049/1)
25303842	2,705.53	Printed	010		AVILA, DAVID (000510/1)
25303843	825.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
25303844	240.00	Printed	010		Blink Network (000903/3)
25303845	4,462.45	Printed	010		C R and R INCORPORATED (000070/2)
25303846	875.00	Printed	010		CAASFEP (001052/1)
25303847	1,399.00	Printed	.010		CALIBER SCREENING (000075/1)
25303848	100.00	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/4)
25303849	386.03	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25303850	9,726.89	Printed	010		CARDMEMBER SERVICES (000322/2)
25303851	240.12	Company of the same	010		COLLEGE BOARD (000107/1)
25303852	824.26	Printed	010		COSTCO (000110/1)
25303853		Printed	010		CURRIER and HUDSON (000117/2)
25303854	2,391.85	Printed	010		D LUPITAS RESTAURANT (000119/1)
25303855	30.00	Printed	010		David West (000758/1)
25303856	1,146.00	Printed	010		DAVID WEST INSURANCE (000121/1)
25303857	15.96	Printed	130		DEL SOL MARKET (000125/1)
25303858	390.00	Printed	010		Department of Justice Accounting Office (000130/1)
25303859		Printed	010		DEVRON GRAY (001333/1)
25303860	4,016.73	Printed	010		ENTERPRISE FM TRUST (000767/1)
25303861		Printed	010		ESTRADA, BETSY (000927/2)
25303862	71.75	Printed	130	·	FBC OF HENDERSON LLC (000154/3)
25303863		Printed	010		FRAZIER, DENNISE (001003/1)
25303864		Printed	010		GARCIA, ANN (000689/1)
25303865		Printed	010		GEORGES PIZZA (000177/1)
25303866	139.75		130		GOLD STAR FOODS, INC (001163/1)
25303867		Printed	010		GONZALES, HECTOR (000780/2)
25303868		Printed	130		HOLLANDIA DAIRY, INC (000608/1)
25303869	·	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
25303870	8,333.46		010		IMPERIAL IRRIGATION DISTRICT (000202/1)
25303871		Printed	010		IMPERIAL VALLEY ROP (000232/1)
25303872		Printed	010		Irma Marquez (001332/1)
25303873	58.95		010		JOSE CHABOYA (000497/1)

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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COL	JNTY - County, R	egister <b>000327</b> ,	Dated 12/19/202	4 (continued)	
25303874	765.58	Printed	010		JV AIR CONDITIONING (001310/1)
25303875	20.64	Printed	010		KC AUTO SERVICE LLC (001091/1)
25303876	246.89	Printed	010		LYERLY,ANNABEL (000557/1)
25303877	355.92	Printed	010		MANGE, MARCI (000553/1)
25303878	1,533.75	Printed	010		MEDIC FIRST (000700/4)
25303879	2,091.48	Printed	010		MIGUEL MATA (000496/1)
25303880	670.62	Printed	010		MIRANDA, JUAN CARLOS (000866/1)
25303881	1,032.44	Printed	010		Pixabytes Solutions, Inc (000884/1)
25303882	195.05	Printed	010		PIZANO, NADIA (000993/1)
25303883	168.07	Printed	010		QUILL CORP (000318/1)
25303884	16.37	Printed	010		RAMIREZ, RAQUEL (000779/1)
25303885	900.00	Printed	010		RENAISSANCE LEARNING INC (000328/2)
25303886	781.51	Printed	010	to be the property of the second	ROSAS, SUJHEY (001303/1)
25303887	354.90	Printed	010		RUBEN MACIAS (001255/1)
25303888		Printed	010		SAN JOAQUIN COUNTY OF ED (000776/2)
25303889	8,761.20	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25303890	1,824.00	Printed	010	C TOWNER - WEIGHT	SISC II Life Ins (000474/1)
25303891	5,610.15	Printed	010		SISC III (000473/1)
25303892	206,090.27	Printed	010		SISC III- INS (000361/1)
25303893	174.84	Printed	010		SPARKLETTS WATERS (000370/1)
25303894	26.30	Printed	130	and the constitution of th	SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303895	1,181.35	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303896	168.88	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303897	660.76	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303898	784.41		130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303899	171.76	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303900	112.90	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303901	358.24	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303902	97.76	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303903	229.74	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303904	390.70	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25303905	134.35		010		T-Mobile USA, Inc. (001153/1)
25303906	398.98	Printed	010		TERRILL, TIFFANY (000588/1)
25303907	298.73	Printed	010		UNFIRST CORPORATION (000727/2)
25303908	173.97		010		US AWARDS (000412/1)

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Register 000327	- 12/19/2024		<b>国际的</b>		2. 经营业、1995年	- Military		Bank Account COUN	TY - County
Number	Amount	Status	Fund	Cance	Register (Date)	Payee			
Bank Account CO	UNTY - County, Re	egister 00032	27, Dated 12/19/202	4 (contin	ued)			· · · · · · · · · · · · · · · · · · ·	
25303909	855.00	Printed	010			WATER TREA	TMENT SE	RVICES (000483/1)	
	288,037.81	Numbe	er of Items	71	Totals for Register 000327				

	Org Summary		1					
,	Holtville Unified Schoo	District			TO THE PERSON	THE STREET STREET		
	Chec	ck #	25303331 through	25303909	Total Count	72	\$296,837.81	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/19/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account CO	UNTY - County, Re	egister <b>000328,</b>	Dated 01/09/202	25	
25305463	2,945.22		010		A T & T (000008/2)
25305464	1,000.00	Printed	010		ACTIVE INTERNET TECHNOLOGIES (001334/1)
25305465	1,260.96	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25305466	482.10	Printed	010		ANTUNEZ AUTO BODY PARTS (000033/1)
25305467	754.90	Printed	010		AVILA, DAVID (000510/1)
25305468	718.28	Printed	010		COASTAL SUPPLY CO, INC (001225/1)
25305469	196.11	Printed	010		DEF PRODUCTS, LLC (001167/1)
25305470	732.92	Printed	010		DEL SOL MARKET (000125/1)
25305471	شركيهييد الوالدا	Printed	010	TOTAL CONTROL OF STATE OF STAT	EAN SERVICES, LLC (000688/3)
25305472	3,949.49	Printed	010		ENTERPRISE FM TRUST (000767/1)
25305473	197,125.00	Printed	010		ESR Construction (000864/1)
25305474	57,000.00		010		ESR Construction (000864/1)
25305475	. C. well . C	Printed	010	A 12 HOLD WAS AMOUNT BOARD TO LAKE	FEDERAL EXPRESS CORP (000155/1)
25305476	79.43	Printed	010	•	FERGUSON ENTERPRISES INC (000156/2)
25305477		Printed	010		FORENSIC DRUG TESTING (000162/1)
25305478	513.81	Printed	010		GAS COMPANY (000172/1)
25305479	2,025.80	Printed	010	A SECTION OF THE PROPERTY OF T	GEORGES PIZZA (000177/1)
25305480	2,489.47	Printed	130		GOLD STAR FOODS, INC (001163/1)
25305481	9.61	Printed	010		GONZALES, HECTOR (000780/2)
25305482	16.97	Printed	010		GONZALEZ, ROGELIO (000639/1)
25305483	1,592.01	ni=# + 1	130	THE PLANTING SERVICE STREET, S	HOLLANDIA DAIRY, INC (000608/1)
25305484	925.61	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
25305485	11,968.32	Printed	010		Imperial County Sheriff (000938/1)
25305486	44,056.73		010		IMPERIAL IRRIGATION DISTRICT (000221/1)
25305487	mayene,	Printed	010	A STATE OF THE SHARE OF THE STATE OF THE STA	JIM REITERS LOCKSMITH AND SAFE (000246/1)
25305488	43.04	Printed	010		JOSE CHABOYA (000497/1)
25305489	176.98	Printed	130		JV AIR CONDITIONING (001310/1)
25305490	20.88	Printed	010		KC AUTO SERVICE LLC (001091/1)
25305491	3,969.35	Printed	010	Commercial and and constitution of the section	KONICA MINOLTA PREMIER FINANCE (000642/3)
25305492	8,900.00		300		LANDMARK CONSULTANTS, INC (000717/1)
25305493	17,595.05		010		MOON VALLEY NURSERY OF CALIF (001320/1)
25305494	427.80	Printed	010		ONE SOURCE DISTRIBUTORS (000293/1)
25305495	1,009.75	Printed	010	Commission (St.) on the Commission of St. (St.) (St.) (St.)	PITNEY BOWES BANK INC PURCHASE POWER (000308/2)
25305496	19.90	Printed	010		PIZANO, NADIA (000993/1)
25305497	10,500.00	Printed	300		PRECISION ENGINEERING (000741/1)

030 - Holtville Unified School District

('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Generated for Zayda Solis (ZAYDA.SOLIS), Jan 8 2025 3:38PM

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Register 000328 - 01/09/2025 Bank Account COUNTY - Cour								
Number	Amount	Status	Fund	Cancel Register (Date)	Payee			
Bank Account CO	JNTY - County, Re	egister <b>000328,</b>	Dated <b>01/09/20</b>	25 (continued)				
25305498	120.75	Printed	010		ROMANS WATER (000331/1)			
25305499	175.00	Printed	010		ROTO ROOTER SEWER (000332/1)			
25305500	1,205.36	Printed	010		SALSBURY INDUSTRIES (001285/1)			
25305501	3,598.23	Printed	130	Description of the second	SHAMROCK FOODS COMPANY (000356/2)			
25305502	648.26	Printed	010		SPARKLETTS WATERS (000370/1)			
25305503	2,659.29	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305504	762.44	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305505	72.34	Printed	130	· · · · · · · · · · · · · · · · · · ·	SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305506	910.83	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305507	713.60	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305508	1,292.82	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305509	2,456.90	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305510	122.48	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305511	65.10	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)			
25305512	135.34	Printed	010		The Lion Electric Co, USA (000835/5)			
25305513	882.72	Printed	010		UNFIRST CORPORATION (000727/2)			
25305514	2,957.41	Printed	010		Verizon Wireless Services LLC (000422/1)			

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/09/2025, 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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Org Summary					
Holtville Unified	School District				
	Check #	25305463 through	25305514 Total Count	52	\$393,173.99

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/09/2025, 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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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account CO	UNTY - County, Re	egister 000329	Dated 01/16/202	25	
25306540		Printed	010		A T & T (000008/2)
25306541	1,442.02		010		AMAZON CAPITAL SERVICES, INC (000822/1)
25306542		Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
25306543	250.00		010	HENOROUSE CONTRACTOR	BANK OF NEW YORK MELLON TRUST (000056/1)
25306544	14,175.00	Charles of the same of the sam	560	SERVICE CONTRACTOR SERVICES	BANK OF NEW YORK MELLON TRUST CLIENT FINANCIAL MANAGEMENT (0000)
25306545	4,462.45		010		C R and R INCORPORATED (000070/2)
25306546	2,797.60	Printed	010		CALIBER SCREENING (000075/1)
25306547	1,670.89		010	WEDLERS TREET, COURT TO LAR	CALIFORNIA SCHOOLS VEBA (000083/1)
25306548	THE RESIDENCE OF THE PERSON NAMED IN COLUMN 2 IN COLUM	Printed	010	<b>有限的证明的数据上的现代的共和企业。在27年2月</b> 2日代的	CAPITAL ONE TRADE CREDIT (000972/3)
25306549	1,093.24	Printed	010		CARDMEMBER SERVICES (000322/2)
25306550	3,293.78		010		CITY OF HOLTVILLE (000102/1)
25306551	325.00	and the second second second second second	010	<b>建设设计图图图显示2514000 C 设施</b> 等	COSTCO (000110/1)
25306552	500.84	Printed	010	MARKS TO PROPOSE HOUSE OF THE SERVICE AND INCLUDED BY MARKS	Cronkright, Carson (000916/3)
25306553	210.42	Printed	010		D LUPITAS RESTAURANT (000119/1)
25306554	30.00	Printed	010		David West (000758/1)
25306555	1,128.00	Printed	010	INTERNATION OF THE PROPERTY OF	DAVID WEST INSURANCE (000121/1)
25306556	8.03	Printed	130	Baseline Service rests A. N. Martine - Co. Starting	DEL SOL MARKET (000125/1)
25306557	218.67	Printed	010		DRISCOLL'S (001065/1)
25306558	71.75	Printed	130		FBC OF HENDERSON LLC (000154/3)
25306559	639.25	Printed	010	<b>阿尔斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯</b>	FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
25306560	90,039.60	Printed	560		FIRST FDN PUBLIC FIANCE (001002/1)
25306561	89.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
25306562	2,416.99	Printed	130		GOLD STAR FOODS, INC (001163/2)
25306563	2,536.85	Printed	130	MATERIAL STATE OF THE ACTOR	HOLLANDIA DAIRY, INC (000608/1)
25306564	1,800.00	Printed	010	E MYCLEADUS ANNOUNCE Y ME SA FIN YOU CO.	IMPERIAL COUNTY BEHAVIORAL (000216/1)
25306565	316.00	Printed	010		INKWEAR (001330/1)
25306566	1,535.44	Printed	010		JEM SCREENPRINTING EMBROIDERY (001337/1)
25306567	1,121.20	Printed	010	医斯斯克伦厄塞 行为行动外与行政	JV AIR CONDITIONING (001310/1)
25306568	146.00	Printed	010	NUMBER OF THE RESIDENCE OF ZURSTEEL SHOP LAND A STORY OF THE STORY	LEDEZMA, FERNANDA (000611/1)
25306569	2,000.00	Printed	010		MCF Consulting, INC (000948/1)
25306570	825.00	Printed	010		MEDIC FIRST (000700/4)
25306571	75.76	Printed	010		MSTS RECEIVABLES LLC (000190/2)
25306572	189.90	Printed	010		NEVAREZ-SANCHEZ, VIVIANA (000724/2)
25306573	288.74	Printed	010		ORTIZ,XOCHITL (000528/1)
25306574	199.18	Printed	010		PONCE, MARLA (001336/1)

030 - Holtville Unified School District

('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COL	JNTY - County, Re	egister <b>000329</b> .	Dated <b>01/16/20</b>	25 (continued)	
25306575	2,200.00	Printed	210	20 (00/11/11/04)	PRECISION INSPECTIONS INC (001147/1)
25306576	35,092.81	Printed	210		PYRO-COMM SYSTEMS, INC (001068/2)
25306577	74.00	Printed	010		RingCentral Inc (000930/2)
25306578	84.04	Printed	010		ROMANS WATER (000331/1)
25306579	156.00	Printed	010	TERM IN CONTRACTOR OF THE PROPERTY AND A	ROSAS, SUJHEY (001303/1)
25306580	3,513.77	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
25306581	7,598.95	Printed	010		SISC II Life Ins (000474/1)
25306582	205,143.41	Printed	010		SISC III- INS (000361/1)
25306583	303.10	Printed	010	A TELEFORM OF THE PARTY OF THE	Sports Savvy, Inc (000860/1)
25306584	48.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25306585	1,141.45	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25306586	146.16	Printed	130	CONTRACTOR OF THE PARTY OF THE	SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25306587	600.91	Printed	130	DESCRIPTION OF THE TOP ST. AN ARTOLOGY, BRIDGE	SYSCO FOOD SERVICES OF SAN DIE (000384/1)
25306588	134.35	Printed	010		T-Mobile USA, Inc. (001153/1)
25306589	940.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
25306590	259.46	Printed	010		UNFIRST CORPÓRATION (000727/2)
25306591	791.80	Printed	010	Approximate the property of the second state of the second	US AWARDS (000412/1)
25306592	437.96	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
25306593	4,626.00	Printed	010		VISION SERVICE PLAN (000424/1)
25306594	11,360.00	Printed	010	Committee State Constitute	VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
25306595	1,638.71	Printed	010		WATER TREATMENT SERVICES (000483/1)
25306596	450.00	Printed	010		WEST SHORES (000106/1)
25306597	1,559.39	Printed	010		ZOOM VIDEO COMMUNICATIONS, INC (000912/3)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/16/2025, 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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Org Summary					
Holtville Unified School District					
Check#	25306540 through	25306597 Total Count	58	\$415,557.42	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 01/16/2025, 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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# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**PERSONNEL** 

TO:

**BOARD OF TRUSTEES** 

FROM:

CELSO RUIZ, SUPERINTENDENT

SUBJECT:

**CLASSIFIED RESIGNATIONS** 

DATE:

JANUARY 21, 2025

The Board is requested to accept the following Classified Resignation:

1. Estefany Vasquez

**ASES Tutor** 

1/10/25

Angela Nieblas
 Bianca Gomez

SpEd Paraprofessional

1/29/25

SpEd Bus Aide

12/9/24

TO:

**BOARD OF TRUSTEES** 

FROM:

CELSO RUIZ, SUPERINTENDENT

**SUBJECT:** 

**CLASSIFIED EMPLOYMENT** 

DATE:

JANUARY 21, 2025

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

District

District

District

Pine

Pine

SpEd Bus Assistant 1. Erika Fregoso SpEd Bus Assistant Temp 2. Alma Zarazua Paraprofessional 3. Melanie Vera Paraprofessional 4. Larissa Hansen 5. Miguel Lara Groundsman Temp Migrant Student Worker 6. Cristian Acuna Migrant Student Worker 7. Jose Estrada Migrant Student Worker 8. Andres Fregoso Migrant Student Worker 9. Danyw Garcia Migrant Student Worker 10. Naomy Marquez Migrant Student Worker 11. Rene Salazar

TO:

**BOARD OF TRUSTEES** 

FROM:

CELSO RUIZ, SUPERINTENDENT

**SUBJECT:** 

CLASSIFIED RETIREMENT

DATE:

JANUARY 21, 2025

The Board is requested to accept the following Classified Retirement:

1. Rosario Perez

Counseling Secretary (HHS)

6/30/25

TO:

**BOARD OF TRUSTEES** 

FROM:

CELSO RUIZ, SUPERINTENDENT

SUBJECT:

**STIPENDS** 

DATE:

JANUARY 21, 2025

The Board is requested to approve the following Stipends:

- 1) Ruben Macias \$250 for College and Career Readiness Initiative
- 2) Melissa Palacios \$250 for SWP-MS Round 4 Counselor Leadership

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**GENERAL BUSINESS** 

1 2		SERVICE CONTRACT					
3 4 5 6	betwee	This Contract (the "Agreement") is entered into as of January 14, 2025 (the "Effective Date") by and between TRIAD SECURITY INCORPORATED (the "Contractor"), and HOLTVILLE UNIFIED SCHOOL DISTRICT (the "Client," and together with the Contractor, the "Parties").					
7	1.	RECIT	TALS				
8 9 10 11 12	WHER for the and	REAS, th	e Client e of com	wishes to engage the Contractor as an independent contractor for the Client opleting certain specified tasks on the terms and conditions set forth below;			
13 14 15			e Contra greemer	actor wishes to provide the Services (as defined below) in accordance with the at; and			
16	WHER	EAS, ea	ach Party	y is duly authorized and capable of entering into this Agreement.			
17 18 19 20				n consideration of the above recitals and the mutual promises and benefits Parties hereby agree as follows:			
21	2.	RESP	ONSIBIL	LITIES.			
22 23		(a)	Of the	Contractor. The Contractor agrees to do each of the following:			
24 25 26 27			l. :	Perform the Services set forth in "Exhibit A" attached hereto and made a part hereof (collectively, the "Services").			
28 29 30 31			II.	Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.			
32 33 34			III.	Perform the Services in an efficient and effective manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.			
35 36 37 38			IV.	Communicate with the Client regarding progress the Contractor has made in performing the Services.			
39 40 41 42			V.	Supply all tools, equipment, and supplies required to perform the work under this Agreement, except to the extent that the Contractor's work must be performed on or with the Client's equipment.			
43 44			VI.	Ensure that all materials and equipment furnished to its personnel is of good quality, unless otherwise agreed to by the Client.			
45 46 47			VII.	Provide services that are satisfactory and acceptable to the Client.			

48 49		(b)	Of the	e Client. The Client agrees to do each of the following:
50 51 52			I.	Engage the Contractor as an independent contractor to perform the Services set forth in "Exhibit A" to this Agreement.
53 54			II.	Provide relevant information to assist the Contractor with the performance of the Services.
55 56 57			III.	Satisfy all of the Contractor's reasonable requests for assistance in its performance of the Services.
58 59	3.	NATU	RE OF I	RELATIONSHIP.
60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77		(a)	hereur this Ag agency author remair not be compe hereur securit insural shall colored in relia express	endent Contractor Status. The Contractor agrees to perform the Services or solely as an independent contractor. The Parties agree that nothing in greement shall be construed as creating a joint venture, partnership, franchise, by, employer/employee, or similar relationship between the Parties, or as izing either Party to act as the agent of the other. The Contractor is and will an an independent contractor in its relationship to the Client. The Client shall be responsible for withholding taxes with respect to the Contractor's ensation hereunder. The Contractor shall have no claim against the Client or otherwise for vacation pay, sick leave, retirement benefits, social by, worker's compensation, health or disability benefits, unemployment note benefits, or employee benefits of any kind. Nothing in this Agreement reate any obligation between either Party and a third party.  Inification of Client by Contractor. The Client has entered into this Agreement ance on information provided by the Contractor, including the Contractor's as representation that it is an independent contractor and in compliance with dicable laws related to work as an independent contractor.
79 80	4.	CONFI	DENTIA	AL INFORMATION.
81 82 83 84 85 86 87 88 89		The Contractor agrees, during the Term and thereafter, to hold in strictest confidence, at not to use, except for the benefit of the Client, or to disclose to any person, firm, corporation without the prior written authorization of the Client, any Confidential Information of the Client. "Confidential Information" means any of the Client's proprietary information technical data, trade secrets, or know-how, including, but not limited to, research, produplans, products, services, customer lists, markets, software, developments, invention processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Contract by the Client, either directly or indirectly. The Contractor may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with		

Client personnel or authorized representatives or for any other purpose the Client may

20250114 SERVICE CONTRACT - HOLTVILLE UNIFIED SCHOOL DISTRICT

hereafter authorize in writing.

91 92

93 94

95	5.	REP	REPRESENTATIONS AND WARRANTIES.					
96		Th	The Device each represent and warment as fallows.					
97 98		ine i	Parties each represent and warrant as follows:					
99		(a)	Each Party has full power, authority, and right to perform its obligations under the					
100		()	Agreement.					
101								
102		(b)	This Agreement is a legal, valid, and binding obligation of each Party, enforceable					
103			against it in accordance with its terms (except as may be limited by bankruptcy,					
104			insolvency, moratorium, or similar laws affecting creditors' rights generally and					
105			equitable remedies).					
106		(a)	Entailed into the Augustian of the Control of the C					
107 108		(c)	Entering into this Agreement will not violate the charter or bylaws of either Party or					
109			any material contract to which that Party is also a party.					
110		The C	Contractor hereby represents and warrants as follows:					
111		1110	ormation hereby represents and warrants as follows.					
112		(a)	The Contractor has the sole right to control and direct the means, details, manner,					
113		` '	and method by which the Services required by this Agreement will be performed.					
114			, , , , , , , , , , , , , , , , , , , ,					
115		(b)	The Contractor has the right to perform the Services required by this Agreement at					
116			any place or location, and at such times as the Contractor shall determine, in					
117			accordance with Exhibit A.					
118		(=)	The Company shall be marked at the state of					
119 120		(c)	The Services shall be performed in accordance with standards prevailing in the					
121			Client's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Contractor shall obtain all					
122			permits or permissions required to comply with such standards, laws, rules, or					
123			regulations.					
124			<b>5</b>					
125		(d)	The Services required by this Agreement shall be performed by the Contractor or					
126			the Contractor's staff, and the Client shall not be required to hire, supervise, or pay					
127			any assistants to help the Contractor perform such services.					
128		(-)	T 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
129		(e)	The Contractor is responsible for paying all ordinary and necessary expenses of its					
130 131			staff.					
132		(f)	The Contractor is responsible for providing insurance coverage for itself and its staff.					
133		(1)	The contractor is responsible for providing insurance coverage for itself and its staff.					
134		The C	lient hereby represents and warrants as follows:					
135			The state of the s					
136		(a)	The Client will make timely payments of amounts earned by the Contractor under					
137			this Agreement, as outlined in "Exhibit B."					
138								
139		(b)	The Client shall notify the Contractor of any changes to its procedures affecting the					
140			Contractor's obligations under this Agreement at least one (1) day prior to					
141			implementing such changes.					

142 143		(c)	The Client shall provide such other assistance to the Contractor as it deems reasonable and appropriate.					
144			•••					
145	6.	COMPENSATION.						
146								
147		Terms	and Conditions. The Client shall pay the Contractor in accordance with the terms and					
148		conditi	ons set forth in "Exhibit B."					
149								
150		Timing	of Payment. Payments shall be made to the Contractor within 30 days of the Client's					
151			t of the Contractor's invoice.					
152								
153		No Oth	ner Compensation. The compensation set out above shall be the Contractor's sole					
154			nsation under this Agreement.					
155			-					
156	7.	NO CC	ONFLICT OF INTEREST; OTHER ACTIVITIES.					
157								
158		The Co	ontractor hereby warrants to the Client that, to the best of its knowledge, it is not					
159		current	tly obliged under an existing contract or other duty that conflicts with or is inconsistent					
160		with th	is Agreement. During the Term (as defined below), the Contractor is free to engage					
161		in othe	r independent contracting activities.					
162			·					
163	8.	TERM.	•					
164								
165		This A	greement shall become effective as of the Effective Date and, unless otherwise					
166		termina	ated in accordance with the provisions of Section 9 of this Agreement, will continue					
167		until th	e Services have been satisfactorily completed and the Contractor has been paid in					
168		full for	such Services.					
169								
170	9.	TERMI	NATION.					
171								
172		This Ag	greement may be terminated:					
173								
174		(a)	By either Party on provision of three (3) days written notice to the other Party, with					
175		, ,	or without cause.					
176								
177		(b)	By either Party for a material breach of any provision of this Agreement by the other					
178		• •	Party, if the other Party's material breach is not cured within three (3) days of receipt					
179			of written notice thereof.					
180								
181		Followi	ng the termination of this Agreement for any reason, the Client shall promptly pay the					
182		Contrac	ctor according to the terms of "Exhibit B" for Services rendered before the effective					
183		date o	of the termination. The Contractor acknowledges and agrees that no other					
184		compe	nsation, of any nature or type, shall be payable hereunder following the termination					
185			Agreement.					
186								
187								
188	5							

#### 10. INDEMNIFICATION.

Of Client by Contractor. The Contractor shall indemnify and hold harmless the Client and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this Agreement, or (ii) the Contractor's breach of any of its obligations, agreements, or duties under this Agreement.

Of Contractor by Client. The Client shall indemnify and hold harmless the Contractor from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Client's operation of its business, (ii) the Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Client's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Contractor.

#### 11. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

#### 12. FORCE MAJEURE.

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder, when and where feasible.

#### 13. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of

235		any obligation under this Agreement shall constitute a consent or waiver to or of any other
236 237		breach or default in the performance of the same or any other obligation.
238 239	14.	NOTICE.
240 241 242 243 244		Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:
245		If to the Client:
246 247 248		Miguel Mata 627 East 6 <sup>th</sup> Street, Holtville, CA 92250
249		If to the Contractor:
250 251 252		James Barker 1402 W Pico Avenue, Suite A-16, Box 113, El Centro, CA 92243
253 254	15.	GOVERNING LAW.
255 256 257 258		This Agreement shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to pay their own respective Party's attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs.
259 260	16.	SEVERABILITY.
261 262 263 264 265 266 267 268 269		Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
270 271	17.	ENTIRE AGREEMENT.
<ul><li>272</li><li>273</li><li>274</li><li>275</li></ul>		This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.
<ul><li>276</li><li>277</li><li>278</li></ul>	18.	HEADINGS.
278 279 280		Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

281 282	IN WITNESS WHEREOF, written.	the Parties have executed this Agreement as of the date first above
283		
284	CLIENT	Holtville Unified School District
285		By: Culo D
286		Name: Miguel Mala
287		Title: Maintenance/Operations Supervisor
288		· · · · · · · · · · · · · · · · · · ·
289		
290	CONTRACTOR	Triad Security Incorporated
291		By:
292		Name: James Barker
293		Title: Founder/Chief Executive Officer
294		
295	REMAIND	ER OF THIS PAGE LEFT BLANK INTENTIONALLY
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328 329	EX	(HIBIT A - SPECIF	FIED SERVICES						
330 331	Th	e Contractor will perform the following services at (Area of Responsibility):							
332	Но	Holtville High School							
333 334		5 Olive Avenue, Ho							
335 336	Da	ys/Hours of Servic	ze:						
337	Fri	day January 31, 20	025						
338 339		pm to Midnight							
340	Sa	turday February 1,	2025						
341 342		dnight to 10pm							
343 344 345	1.	Officers will investigated Client. Areas of re	stigate any suspicious activity in order to safeguard property and assets of the esponsibilities will be within the gymnasium and the parking lot.	1e					
346 347 348	2.	Officers will make vandalism, etc.	e their presence known, conspicuously, in order to prevent trespass, the	ft,					
349 350 351	3.	Officers will notifunsafe. Point(s)	fy Client of situations and/or conditions that are deemed as possibly bein of Contact for Client:	ıg					
352		PRIMARY:	Miguel Mata						
353		7 7 (101) (17)	mgsv: mata						
354 355	4.	Officers will observent there is a new	rve and report; physical contact with any person will only be authorized in the eed to protect life or defend oneself.	е					
356									
357 358	5.	Officers will alert	law enforcement in the event conditions require police intervention.						
359 360	6.	Officers will have	mobile phones for communication.						
361		REM	MAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY						
362			"" " THE PACE LES PERMIT INTERPORALLS						
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375	EXHIBIT B - COMPENSATION
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377	As full compensation for the Services rendered pursuant to this Agreement, the Client shall pay the
378	Contractor \$1,926.25. The Contractor shall provide an invoice requesting compensation upon
379	completion of services. Payment in full will be due within 30 days of invoice delivery, via email, unless
380	otherwise agreed to, in writing, by both Client and Contractor.
381	
382	INVOICE AMOUNT: \$1,926.25
383	
384	FEE FOR LATE PAYMENT
385	
386	In the event payment is not received within the time frame agreed to within EXHIBIT B -
387	COMPENSATION, a fee of 10% of the total invoice due will be applied; another 10% fee will be
388	applied every seven (7) days the invoice remains unpaid.
389	
390	[SIGNATURE PAGE FOLLOWS]

391	By signing below, the Parties	agree to comply with all requirements contained in both Exhibit A and
392	Exhibit B.	
393		
394	Dated: January 14, 2025	
395		
396		
397	CLIENT	Holtville Unified School District
398		By:
399		Name: Miguel Mata
400		Title: Maintenance/Operations Supervisor
401	€:	
402	CONTRACTOR	Triad Security Incorporated
403		Ву:
404		Name: James Barker
405		Title: Chief Executive Officer

# CALIFORNIA CALIFORNIA

#### **GRANT AGREEMENT**

# Imperial County Agricultural Benefit Program HOLTVILLE UNIFIED SCHOOL DISTRICT HOLTVILLE HIGH SCHOOL - HOLTVILLE FFA

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective this	_ day c
, 2024, by and between the County of Imperial ("County"), a political subdivis	
State of California, and HOLTVILLE UNIFIED SCHOOL DISTRICT - HOLTVILLE HIGH SC	HOOL -
FUTURE FARMERS OF AMERICA (FFA) ("Grantee") for the purpose of providing grant fundi	ng for the
FFA - AGRICULTURAL PROGRAM UPGRADES, PROCURMENT OF VEHICLE AND	TOOL
("Project").	

# Article I. Purpose

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

#### Article II. Project

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

# Article III. Deadlines and Term of the Agreement

#### Section 3.1. Term of Agreement

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

#### Section 3.2. Deadlines

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

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

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

# Article VI. GENERAL TERMS AND CONDITIONS

#### Section 6.1. Termination

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

#### Section 6.2. Reporting Requirements

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

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

- the Grantee has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn and expended to date; and (3) a description of projects completed.
- (b) Upon complete expenditure of the Grant funds, the Grantee shall submit a final report in a manner satisfactory to the County ("Final Report"). The Final Report shall be submitted to the County, <u>July 31, 2027</u>, within 60 days of the grant termination date listed in Section 3.1., the date all funds must be expended. The Final Report shall contain a description of all services provided under the terms of the Grant. The Grantee shall use the forms provided by the County Contract Coordinator and attached hereto as **Exhibit E**.

#### Section 6.2. Point of Contact

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

#### COUNTY

Contract Coordinator: Rosa C. Lopez-Solis County Executive Office

940 Main Street, Suite 208 El Centro, CA 92243 (442) 265-1001

#### **GRANTEE**

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

#### Section 6.3. Audit/Retention and Inspection of Records

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

#### Section 6.4. Special Conditions

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

#### Section 6.5. Prevailing Wages

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

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

#### Section 6.6. Miscellaneous

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

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

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

COUNTY OF IMPERIAL	IMPERIAL UNIFIED SCHOOL DISTRICT	
By: Name: Miguel Figueroa Title: County Executive Officer	By: Name: Ben Abatti, Jr. Title: President of the Board Board of Trustees	
APPROVED AS TO FORM:		
By: Name: Eric Havens Title: County Counsel		

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**INFORMATION ITEMS** 

### **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

ACTION/DISCUSSION

# AUDIT CERTIFICATION 2023-24 FINANCIAL REPORT / AUDIT

Holtville Unified Imperial County, California	School District		
Education Code section 410	20.3, the Governing Board	02, as it pertains to amended d must review and accept the s, on or before <i>January 31</i> , 2025	
THEREBY, as written verifica	tion of said review, the Gov	erning Board of	
Holtville Unified	School District review	School District reviewed and accepted on	
1/21/2025		the Annual Financial Report as of June 30, 2024.	
District Superintendent (signature)		Date	
Please email a copy of the Audit by March 14 <sup>th</sup> to:  Imperial County District Fiscal Ac	Office of Education	and submit the original	
1398 Sperber Ro			

El Centro, CA 92243