



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

July 29, 2024

Board of Trustees

Jared Garewal, President

Ben Abatti Jr., Clerk

Julie Duarte, Member

Matt Hester, Member

Kevin Grizzle, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



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

Monday, July 29, 2024

*CLOSED SESSION 3:00 P.M, OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION.
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

<i>Jared Garewal, President</i>	_____	_____
<i>Ben Abatti Jr., Clerk</i>	_____	_____
<i>Julie Duarte, Member</i>	_____	_____
<i>Matt Hester, Member</i>	_____	_____
<i>Kevin Grizzle, Member</i>	_____	_____

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

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

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

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

4. CLOSED SESSION

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

5. REPORTABLE CLOSED SESSION ACTIONS:

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

6. 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.

7. 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: June 17, June 20, June 26, July 8, 2024
(Supplemental Information) Pgs. 3-13

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 7/11/24 to week ending 7/25/24
(Supplemental Information) Pgs. 15-22

C. PERSONNEL SERVICES

- 1) Certificated Employment Pg. 24
2) Certificated Maternity Leave Pg. 25
3) Rescind/Withdraw Offer of Employment Pg. 26
4) Classified Resignation Pg. 27

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) Independent Contractor Agreement between HUSD & Relationships at Work, Inc. to provide dispute resolution services and training. Pgs. 29-34

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

8. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) Approve the Holtville Unified School District 2023-24 Proposition 28 Arts and Music in Schools Funding Annual Report (Mr. Velazquez) Pgs. 36-38

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

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – July 29, 2024
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9. FUTURE BOARD MEETING DATE

Monday, August 19, 2024 is the next Regular Board Meeting

10. ADJOURNMENT

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 – June 17, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on June 17, 2024, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:03 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Jared Garewal, President; Julie Duarte, Member; Matt Hester, Member; Kevin Grizzle, Member; Jasmine Garewal, Student Rep; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Ben Abatti Jr., Clerk

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release
Student Discipline Pursuant to California Education Section 48900

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:17 p.m.
Nothing to report.

RECOGNITIONS

HHS Boys Soccer – League champs; beat Imperial for the Desert Cup; Made it to the semi-finals for CIF. Coaches Oscar Gonzalez and Omar Quevedo introduced the players: Juan Carlo Gonzalez, Jacob Tumbaga, Cobey, Alan Escamilla, Andres Fregoso, Leo Castro, Ruben Laguna, Bryan Meza & Victor Fernandez.

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.

Stacy Britschgi asked what the District's policy on bullying is and if it's the same for all of the schools. She also commented on the schools' grounds and landscaping. They are not as nice as they used to look.

COMMUNICATIONS FROM THE SCHOOL DISTRICT

Grizzle – all of the schools' graduations were nice.

Hester – He wished everyone a great summer.

Duarte – she echoed the comments.

Mr. Ruiz – summer school is going well and he wished everyone a nice summer break.

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: May 20, 2024. FINANCE AND BUSINESS – Warrant orders week beginning 5/23/24 to week ending 6/13/24. PERSONNEL SERVICES – Certificated Resignation of Francisco Retana, Teacher (HMS) 6/7/24; Fernando Acosta, Teacher (Finley) 6/7/24. Classified Resignation of Carlos Osorio, SpEd Paraprofessional (Finley) 6/6/24; Karen Astorga-Rollins, Computer Lab & Tech Support (Finley) 6/6/24; Francisca Garcia, Yard Aide (Finley) 5/20/24; Suzanne Gonzalez, Paraprofessional (HHS) 6/6/24; Antonio Reyes, Paraprofessional (HHS) 6/7/24. Classified Maternity Leave of Ana Munoz, Paraprofessional 6/6/24-9/30/24. Certificated Management Employment of Brenda Villegas, Principal (Finley). GENERAL BUSINESS – HUSD 2024-25 Board Meeting Schedule. Agreement between HUSD & SDSU Research Foundation. 2024-25 CIF application for Renewal of Multi-School Membership. MOU Between ICOE Curriculum Department & HUSD for the support of Street Data. MOU for the AmeriCorps Borderlands Program. HUSD School-Based Medi-Cal Administrative Activities Participation Agreement. Donation from Buds & Blooms in the amount of \$1590.80 to the Holtville FFA. Agreement between the El Centro Elementary School District & HUSD for the provision of Special Education Services. Agreement between the County of Imperial & HUSD for the Imperial County Sheriff's Office to provide a School Resource Officer. MOU between ICOE & HUSD for Language Objectives Professional Learning. MOU between HUSD & Imperial County Consortium Teacher Induction Program regarding the Provision of Teacher Induction Services for the 2024-25 SY. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

INFORMATION ITEMS

Mr. Velazquez presented a PowerPoint of the ELPAC & CAASPP testing update. The results showed 48.6% met or exceeded the ELA standard. 34.7% for math, and 23.4% for science. The ELPAC was 19.2%. 124 EL students were reclassified this year, when there were only 52 last year.

Mr. Velazquez also presented a PowerPoint of the Federal Program Monitoring Review (FPM). He pointed out the successes which include a 4.3 % increase in students who scored well-developed on ELPAC; a 4% increase in students who reclassified; a 3% increase in students who feel safe when they are at school; and a 13.3% decrease in chronic absenteeism. The interventions being made to address attendance and chronic absenteeism are a full-time attendance officer; full-time resource officer; analyzing weekly reports; creating an atmosphere of respect and safety; engaging families; recognition at student assemblies; regular check-ins; phone calls to home; and homeless training for all staff. A few interventions for addressing ELA & students with disabilities are a full-time special ed director; the monitoring of IEP goals; and collaboration time for teachers to analyze interim assessment data. He presented a few more slides on the findings of the school sites under review, which were Finley & HHS. He concluded with some positive feedback that was given such as: a beautiful school campus; a progressive

INFORMATION ITEMS continued

system for EL & RFEP progress monitoring; D-ELD expectations, including reclassification process.

Mr. Velazquez also presented a PowerPoint on the 2024-25 HUSD Local Control Accountability Plan (LCAP). He pointed out each Goal with the measuring and reporting results. Each goal also included an action title with budgeted expenditures and estimated actuals.

PUBLIC HEARING

- A) Mr. Velazquez opened the public hearing regarding the 2024-25 LCAP based on his presentation of information items. There were no comments or questions from the public.
- B) Mr. Wells presented a PowerPoint for the HUSD 2023/24 Estimated Actuals & 2024-25 July 1 Budget Report. He explained the general fund unrestricted revenues went up \$136,185 since the March report due largely to increased ADA driving up LCFF dollars and decreases in general fund unrestricted contributions to restricted programs. The general fund restricted revenues are down slightly \$12,050 since prior report due to a combination of projected deferred revenues in COVID funds and new grants. The general fund unrestricted expenditures are up approximately \$187,000 due to a combination of an increased transfer to Fund 40 offset partially by shifting of salaries/benefits to restricted funds. The general fund restricted expenditures are down roughly \$1,544,000 since the prior report due to a combination of substantial shift in salaries and benefits from general fund unrestricted and decrease in capital outlay budget in general fund restricted. The general fund projected end balance as of 6/30/24 is \$10,082,863 and the beginning balance is \$12,016,644. The District will move toward closing of 2023-24 books and make final adjustments. In addition, we will monitor the State budget signing and how that, along with local factors impact our 2024-25 budget. The upcoming reports are the 2024-25 45-day budget update in July and the 2023-24 unaudited actuals in September.

ACTION/DISCUSSION ITEMS

Moved by Trustee Grizzle, Seconded by Trustee Duarte to approve the revised ESSER III Expenditure Plan. Mr. Velazquez explained that changes were made due to the COVID funds that must be spent by September 30. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the updated Holtville Unified School District Reclassification Criteria. The passing grade was changed in Criterion 2. The assessment program was changed to OPTEL to evaluate students' receptive and expressive skills. In Criterion 4 the STAR Reading proficient reading level is TK-8 at or above grade level and 9-12 at or above 9th the grade level. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve Board Resolution 2023/24-010 to Authorize Temporary Borrowing Between Funds of the School District for Fiscal Year 2024-25. Mr. Wells explained that this resolution must be passed annually as an emergency measure. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Duarte, Seconded by Trustee Hester to approve Board Resolution 2023/24-011 Approval of Participation in Bids/Contracts of other Public Agencies; Authority to Award Piggyback Contracts. Mr. Wells explained that this

**Holtville Unified School District
Regular Board Meeting
Minutes – June 17, 2024**

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ACTION/DISCUSSION continued

resolution is also brought to the Board annually for bids/contracts that come up. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Duarte to approve Board Resolution 2023/24-012 A Resolution of the Governing Board of the Holtville Unified School District Increasing School Facility Fees as Authorized by Government Code Section 65995 (b) 3. Mr. Wells explained that after a study was conducted in May 2024, the developer fees will increase to \$5.17 for residential and \$0.72 for commercial. This change will be effective August 16, 2024. Passed by unanimous votes Ayes: 4, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Thursday, June 20, 2024

ADJOURNMENT

The meeting adjourned at 7:34 p.m.

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

**Holtville Unified School District
Regular Board Meeting
Minutes – June 20, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on June 20, 2024, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:08 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Jared Garewal, President; Julie Duarte, Member; Matt Hester, Member; Kevin Grizzle, Member; Jasmine Garewal, Student Rep; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Ben Abatti Jr., Clerk; Julie Duarte, Member left after closed session.

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION In: 5:10 p.m. **Out:** 6:10 p.m.
Nothing to report.

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.

Stacy Britschgi verified her question at the previous meeting regarding the bullying issue. She expressed that she gets tired of telling parents to attend board meetings if they have questions or concerns. She reassures them that issues have been heard and actions have been taken. She is here to help with suggestions. Trustee Garewal appreciates the feedback, and they hear and validate her concerns. He encouraged her to tell parents to call or email the board members with any questions or concerns.

**CONSENT AGENDA
GENERAL FUNCTIONS**

Moved by Trustee Grizzle, Seconded by Trustee Hester to approve the following consent agenda items as follows: GENERAL BUSINESS – The disposal of Obsolete Chromebooks at HHS. All approved by unanimous votes, Ayes: 3, Nays: 0. Vote: 3-0.

INFORMATION ITEMS

Mr. Velazquez presented a PowerPoint on the 2023-24 Local Performance Indicators (LCFF). Based on the 2023-24 SY 99.6% of teachers are appropriately assigned and have full credentials. 100% of students have access to curriculum-aligned instructional materials. The FIT rating was exemplary for Finley, HMS, HHS & Freedom. Pine & Sam Webb had good ratings. He presented slides that provided a total number of responses with the average response on a scale of 1-5 for the LCFF Priority 2 standards as well as the LCFF Priority 3 standards. LCFF Priority 6 included school climate survey. LCFF Priority 7 was a broad course of study that included the strengths and challenges.

Mr. Ponce presented a PowerPoint on the California Community Schools Partnership Program (CCSP). He explained that a community school is any school serving pre-Kindergarten through high school students using a “whole child” approach, with “an integrated focus on academics, health and social services, youth and community development, and community engagement.” He presented the four pillars of community schools, which are: integrated student support, expanded and enriched learning time and opportunities, active family and community engagement, and collaborative leadership and practices. They have hired a District Psychologist, counselor, ELD Intervention teachers, Dean of Students, and a CCSP Coordinator. The 2024-25 funding schedule showed a year 2 payment for Finley, \$270,000; Freedom Academy, \$135,000; HHS, \$270,000; HMS, \$225,000; Sam Webb year 1 payment is \$75,000.

ACTION/DISCUSSION ITEMS

Moved by Trustee Hester, Seconded by Trustee Grizzle to approve Denisse Frazier to provide Speech Therapist Services in grades PK-12 for the District under Ed Code 44332.6 for the 2024/25 school year. Mr. Ruiz explained that since Mrs. Frazier and Mrs. Mamer hold licenses under a private sector, this must be approved by the Board in order to provide speech services. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve Kaylin Mamer to provide Speech Therapist Services in grades PK-12 for the District under Ed Code 44332.6 for the 2024/25 school year. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve the Premier Electric Solutions bid in the amount of \$10, 900 for the installation of one charger. Mr. Drye explained that this charger would be installed to provide a charge to visiting school buses. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the 2024-25 Holtville Unified School District Local Control and Accountability Plan (LCAP). Mr. Velazquez presented the LCAP at the last meeting, and there were no changes. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve the 2023-24 Estimated Actuals/2024-25 July Budget. Mr. Wells explained that State law now requires that the Budget be acted upon at a meeting separate from the public hearing, He presented the figures during the public hearing at the last meeting and there have been no changes. Passed by unanimous votes Ayes: 3, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Grizzle to approve Board Resolution 2023/24-013 Regarding the 2024-25 Education Protection Account. Mr. Wells explained that this is an annual resolution that we are required to pass with regard to the Education Protection Account, or EPA. This account was

**Holtville Unified School District
Regular Board Meeting
Minutes – June 20, 2024**

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ACTION/DISCUSSION continued

created by proposition 30 in 2012, then amended by Prop 55 in 2018. It created additional State taxes through 2030 that are directed toward education. This resolution spells out some of the requirements of the EPA including the need to post the budget and expenditures on the District website, and the prohibition of using funds for administrative salaries and benefits. Passed by unanimous votes Ayes: 3, Nays: 0.

FUTURE BOARD MEETING DATE

Special Board Meeting: Monday, June 24, 2024

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

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

**Holtville Unified School District
Special Board Meeting
Minutes – June 26, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Special Session on June 26, 2024, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 1:59 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Jared Garewal, President; Julie Duarte, Member; Matt Hester, Member; Kevin Grizzle, Member; Jasmine Garewal, Student Rep; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Ben Abatti Jr., Clerk

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION In: 2:02 p.m. **Out:** 3:01 p.m.
Nothing to report.

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

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: FINANCE AND BUSINESS – Warrant orders week beginning 6/20/24. PERSONNEL SERVICES – Classified Employment of Viridiana Dale, School Secretary (Pine). Certificated Employment of Arturo Bojorquez, Math Teacher (HMS); Daniel Brodell, Teacher (Finley); Jesus Sanchez, Teacher (Finley); Abraham Duarte, Music/Band Teacher (HMS). Certificated Resignation of Gabriel Ponce, Teacher (HHS) 6/29/24. GENERAL BUSINESS – 39-month reemployment for HUSD employee. HHS Physical Education exemptions. 2024-25 School Plan for Student Achievement (SPSA) for Finley, Pine, Freedom Academy, Sam Webb, HMS & HHS. Agriculture Career Technical Education Incentive Grant for 2024-25. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

**Holtville Unified School District
Regular Board Meeting
Minutes – June 26, 2024**

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ACTION/DISCUSSION ITEMS

Moved by Trustee Duarte, Seconded by Trustee Grizzle to approve Board policy BP 4157 Employee Safety. Mr. Ruiz and Mr. Velazquez explained that both the BP & AR needed to be updated. There were additions such as training for employees, reporting tools, and a log of injury reports. Workplace violence plan was added to the BP & AR. They added that both the CSAE and HTA union reps will review the plans. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Grizzle to approve Administrative Regulation AR 4157 Employee Safety. Passed by unanimous votes Ayes: 4, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, July 15, 2024

ADJOURNMENT

The meeting adjourned at 3:14 p.m.

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

**Holtville Unified School District
Special Board Meeting
Minutes – July 8, 2024**

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The Board of Trustees of the Holtville Unified School District met in a Special Session on July 8, 2024, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 2:01 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Jared Garewal, President; Ben Abatti Jr., Clerk; Julie Duarte, Member; Matt Hester, Member; Kevin Grizzle, Member; Jasmine Garewal, 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

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

REPORT OF CLOSED SESSION In: 2:05 p.m. **Out:** 3:01 p.m.
Nothing to report.

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

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Hester, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: FINANCE AND BUSINESS – Warrant orders week beginning 6/27/24 to week ending 7/3/24. PERSONNEL SERVICES – Classified Resignation of Diana Bernal, Paraprofessional (HMS) 6/26/24. Certificated Resignation of Liliana Veliz, Teacher (HHS) 6/6/24; Marisela Valenzuela, Teacher (HHS) 6/26/24. Certificated Stipends for Alfredo Guzman, \$1500 for SWP MS R5-PBL Project; Mayra Duarte \$2000 for K16-Summer Institute-CCGI, CTE, CCI; Monica Hernandez, \$2000 for K16-Summer Institute-CCGI, CTE, CCI; Ruben Macias, \$2000 for K16-Summer Institute-CCGI, CTE, CCI; Fernanda Ledezma, \$250 SWP-MS Round 4 – Counselor Leadership; Tiffany Terrill, \$250 SWP-MS Round 4 – Counselor Leadership. Certificated Employment of Karen Osuna, Math Teacher (HHS) 8/14/24. GENERAL BUSINESS – Agreement between HUSD & Imperial Unified School District for the provision of Special Education Services. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

**Holtville Unified School District
Regular Board Meeting
Minutes – July 8, 2024**

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INFORMATION ITEMS

Mr. Ruiz gave an update on the Finley School Enrollment. He explained that currently if the numbers don't go up for Kinder they will only need three classes. He also explained that HHS is currently looking for a business and science teacher, and HMS is still looking for a music/band teacher. Mr. Ruiz also gave a budget update for Mr. Wells. He explained that the only financial change to the budget for HUSD is to add the Arts and Music (Prop 28) funding, which was left out of the adopted budget in error. The anticipated revenue will be \$270,000.

ACTION/DISCUSSION ITEMS

Moved by Trustee Duarte, Seconded by Trustee Abatti to approve Amendment to Owner/Architect Agreement between Holtville Unified School District and Finney Architects (project #22077). Mr. Ruiz explained that this agreement with Finney Architects was amended for the new HHS kitchen/gym/multi-purpose project. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, August 19, 2024

ADJOURNMENT

The meeting adjourned at 3:11 p.m.

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Number Amount Status Fund Cancel Register (Date) Payee

Bank Account COUNTY - County, Register 000304, Dated 07/11/2024

25282050	2,786.00	Printed	010		Active Internet Technologies (001179/2)
25282051	698.53	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25282052	289.00	Printed	010		BDJTech (000925/3)
25282053	8,100.00	Printed	010		BRAVOSOL TOURS (001134/1)
25282054	529.20	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/4)
25282055	260.00	Printed	010		CALIFORNIA MATHEMATICS COUNCIL (000658/2)
25282056	115.64	Printed	010		Cronkright, Carson (000916/3)
25282057	1,209.90	Printed	010		DAVID WEST INSURANCE (000121/1)
25282058	29.60	Printed	010		DEL SOL MARKET (000125/1)
25282059	105,000.00	Printed	010		Department of General Services (000760/1)
25282060	4,386.55	Printed	010		ENTERPRISE FM TRUST (000767/1)
25282061	330.11	Printed	010		FEDERAL EXPRESS CORP (000155/1)
25282062	721.20	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
25282063	178.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
25282064	305.00	Printed	010		GOODSELL, MICHAEL (000526/1)
25282065	972.46	Printed	010		HARRISON, PATRICA (000523/1)
25282066	385.00	Printed	010		HOLTVILLE CHAMBER OF COMMERCE (000197/1)
25282067	12,768.00	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
25282068	4,307.80	Printed	010		IMPERIAL COUNTY OFFICE OF ED (000218/1)
25282069	28.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
25282070	516.94	Printed	010		JOHN DEERE FINANCIAL (000324/1)
25282071	532.00	Printed	010		JOHNSTON, CARL J (000533/1)
25282072	12.56	Printed	010		KC AUTO SERVICE LLC (001091/1)
25282073	122.50	Printed	010		LORI'S SANITATION, LLC (000710/1)
25282074	241.91	Printed	130		LUZ CHABOLLA (000495/1)
25282075	65.70	Printed	010		MIGUEL MATA (000496/1)
25282076	1,300.00	Printed	010		Pablo Gonzalez (001154/1)
25282077	4,746.50	Printed	010		PEREZ, ESTRADA DIANA (000501/1)
25282078	12,320.00	Printed	210		PRECISION INSPECTIONS INC (001147/1)
25282079	266.26	Printed	010		QUILL CORP (000318/1)
25282080	103.57	Printed	010		QUILL CORP (000318/1)
25282081	6.47	Printed	010		QUILL CORP (000318/1)
25282082	1,361.53	Printed	010		QUILL CORP (000318/1)
25282083	3,059.00	Printed	010		QUIZZ INC (001181/2)
25282084	777.58	Printed	010		RIGOBERTO PONCE (001249/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/11/2024, Filtered by (Bank Account(s) IN (COUNTY)), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N

County Check Register

Bank Account COUNTY - County

ReqPay94a

Register 000304 - 07/11/2024

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000304, Dated 07/11/2024 (continued)					
25282085	278.72	Printed	010		RUBEN MACIAS (001255/1)
25282086	7,362.15	Printed	010		SISC II Life Ins (000474/1)
25282087	201,312.70	Printed	010		SISC III- INS (000361/1)
25282088	65.33	Printed	130		SMART and FINAL (000362/1)
25282089	11.39	Printed	130		SMART and FINAL (000362/1)
25282090	83.83	Printed	130		SMART and FINAL (000362/1)
25282091	27.54	Printed	130		SMART and FINAL (000362/1)
25282092	670.00	Printed	010		SPEARS HAWAIIAN SHAVED ICE (000782/1)
25282093	4,007.15	Printed	010		SUVERYMONKEY BOFA LOCKBOX SERVICES (001292/2)
25282094	700.00	Printed	010		TinyEYE Technology Corp (001090/1)
25282095	600.00	Printed	010		Tommys Screen Printing (000395/1)
25282096	223.75	Printed	010		UNFIRST CORPORATION (000727/2)
25282097	160.70	Printed	010		Velazquez, Gerardo (000795/1)
25282098	2,113.10	Printed	010		Verizon Wireless Services LLC (000422/1)
25282099	1,433.69	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
387,882.56				50	Totals for Register 000304

County Check Register

ReqPay94a

Org Summary

Holtville Unified School District

Check #

25282050 through

25282099 Total Count

50

\$387,882.56

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/11/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000305, Dated 07/18/2024					
25283121	258.57	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25283122	36.61	Printed	010		AUTO ZONE (000049/1)
25283123	20.00	Printed	010		Baja Desert Tire Co (000052/2)
25283124	4,482.45	Printed	010		C. R. and R INCORPORATED (000070/2)
25283125	2,735.75	Printed	010		CARDMEMBER SERVICES (000322/2)
25283126	4,163.95	Printed	010		CITY OF HOLTVILLE (000102/1)
25283127	6,250.00	Printed	010		CURRIER and HUDSON (000117/2)
25283128	164.97	Printed	010		D LUPITAS RESTAURANT (000119/1)
25283129	6.86	Printed	130		DEL SOL MARKET (000125/1)
25283130	2,267.38	Printed	010		DELL MARKETING LP (000126/1)
25283131	47.00	Printed	010		Department of Justice Accounting Office (000130/1)
25283132	2,514.67	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (000151/1)
25283133	91,004.25	Printed	560		FIRST FDN PUBLIC FIANCE (001002/1)
25283134	222.57	Printed	010		GAS COMPANY (000172/1)
25283135	3,276.90	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
25283136	300.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
25283137	75,518.59	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
25283138	36,227.20	Printed	010		RENAISSANCE LEARNING INC (000328/2)
25283139	72.64	Printed	010		RingCentral Inc (000930/2)
25283140	51.46	Printed	010		SPARKLETT'S WATERS (000370/1)
25283141	134.35	Printed	010		T-Mobile USA, Inc. (001153/1)
25283142	221.79	Printed	010		UNFIRST CORPORATION (000727/2)
25283143	336.75	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
25283144	855.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
	231,149.71			24	Totals for Register 000305

Org Summary

Holtville Unified School District

25283121 through

25283144 Total:Count

24

\$231,149.71

Register 000306 - 07/25/2024

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000306, Dated 07/25/2024					
25283783	841.80	Printed	010		A T & T (000008/2)
25283784	70.03	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
25283785	200.00	Printed	010		ANTUNEZ AUTO BODY PARTS (000033/1)
25283786	54.05	Printed	010		AUTO ZONE (000049/1)
25283787	5,620.00	Printed	010		BorderLan, Inv (000737/1)
25283788	135.68	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
25283789	38.12	Printed	010		COUNTY MOTOR PARTS (000111/3)
25283790	66.10	Printed	010		D'LUPITAS RESTAURANT (000119/1)
25283791	45.35	Printed	010		DEL SOL MARKET (000125/1)
25283792	60.13	Printed	010		ESTRADA, ALEXIS (001295/1)
25283793	27.12	Printed	010		FEDERAL EXPRESS CORP (000155/1)
25283794	1,650.00	Printed	010		FORTUNA UNION HIGH SCHOOL DIST (000659/1)
25283795	169.59	Printed	010		GAS COMPANY (000172/1)
25283796	468.72	Printed	010		GEORGES PIZZA (000177/1)
25283797	3,440.00	Printed	130		HEARTLAND SCHOOL SOLUTIONS (000194/2)
25283798	277.38	Printed	010		HOLTVILLE USD - TRANSPORTATION DEPARTMENT (000661/0)
25283799	300.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
25283800	1,950.62	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
25283801	7,200.00	Printed	010		JAMF SOFTWARE, LLC (000988/2)
25283802	394.13	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
25283803	1,597.75	Printed	010		JOHNSON CONTROLS FIRE (000484/1)
25283804	166.42	Printed	010		KC AUTO SERVICE LLC (001091/1)
25283805	3,582.50	Printed	010		PERRYWEATHER, INC (001294/1)
25283806	55.99	Printed	010		QUILL CORP (000318/1)
25283807	2,224.14	Printed	010		R S D (000320/1)
25283808	10,187.57	Printed	010		REMIND 101 INC (000482/3)
25283809	4,674.21	Printed	010		RIDDELL ALL AMERICAN SPORTS (000019/2)
25283810	161.08	Printed	010		ROMANS WATER (000931/1)
25283811	247.88	Printed	010		SPARKLETT'S WATERS (000370/1)
25283812	370.00	Printed	010		SPEARS HAWAIIAN SHAVED ICE (000782/1)
25283813	1,917.83	Printed	010		The Lion Electric Co, USA (000835/4)
25283814	2,199.00	Printed	010		Tommys Screen Printing (000395/1)
25283815	2,040.00	Printed	010		U S POSTMASTER (000621/1)
25283816	352.65	Printed	010		UNFIRST CORPORATION (000727/2)
25283817	131.00	Printed	010		Velazquez, Gerardo (000795/1)

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000306, Dated 07/25/2024 (continued)

25283818	1,808.91	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
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54,725.75 Number of Items 36 Totals for Register 000306

Org Summary

Holtville Unified School District

Check #

25283783 through

25283818 Total Count

36

\$54,725.75

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/25/2024, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

030 - Holtville Unified School District

Generated for Zayda Solis (ZAYDA.SOLIS), Jul 24 2024 2:46PM

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED EMPLOYMENT
DATE: JULY 29, 2024

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

- | | | |
|-------------------|------------------------|---------|
| 1. Andres Carmona | Business Teacher (HHS) | 8/14/24 |
| 2. Carlos Ledon | Science Teacher (HHS) | 8/14/24 |

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED MATERNITY LEAVE
DATE: JULY 29, 2024

The Board is requested to accept the following Certificated Maternity Leave:

- 1) Alicia Arevalo Teacher at HHS requesting to extend her leave 8/28/24-1/6/25
- 2) Vivian De La Teja at HMS requesting leave from 10/21/24-1/6/25

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: RESCIND/WITHDRAW OFFER OF EMPLOYMENT
DATE: JULY 29, 2024

The Board is requested to accept the following:

- 1) Abraham Duarte Rescind offer of employment as Music/Band Teacher
- 2) Aime Carrillo Withdraw 39 month reemployment as Paraprofessional

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RESIGNATION
DATE: JULY 29, 2024

The Board is requested to accept the following Classified Resignation:

- | | | |
|-------------------|------------------------|--------|
| 1. Eileen Verdugo | School Secretary (HMS) | 8/7/24 |
|-------------------|------------------------|--------|

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS

Holtville Unified School District

Independent Contractor Agreement

Contract No. CN- _____

This agreement is hereby entered into between **Holtville Unified School District, 621 E 6th St, Holtville, CA 92250**, hereinafter referred to as "District," and

Relationships at Work, Inc. - Dr. Debra Dupree		641 San Ysidro Blvd. Suite B3-2032	
Contractor		Mailing Address	
San Ysidro	CA	92173	45-2748672
City	State	Zip Code	Taxpayer ID No.
dr.dupree@relationships-at-work.com		619-433-4264	
E-mail		Phone No.	

Hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Relationships at Work, Inc. provides dispute resolution services and training.
(Services shall be outlined in attached Exhibit A which then will be incorporated here in full by this reference. Exhibit A shall include all expenses.)
2. **Term.** Contractor shall commence providing services under this Agreement on **July 1, 2024** and will diligently perform as required and complete performance by **June 30, 2025**
3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement, total fee shall not to exceed ****\$ 6,000.00**. District shall pay Contractor at Net 30 term.

Updated: Oct. 2021

Site: _____ Req #: _____
 Site Contact: _____
 Board Date: _____

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless outlined at time of Contract in Exhibit A.
5. **Precedence of Agreement Over Exhibits.** Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.
6. **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items to Contractor's clinicians as is necessary for Contractor's clinicians to complete the services to be provided pursuant to this Agreement.

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

10. **Originality of Services.** It is agreed by the parties that Contractor is not creating any technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions specifically for the District in connection with this Agreement.
11. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the

use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

12. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
13. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. **Termination.**
Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 26, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 26, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete

the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** Contractor shall indemnify, defend, and hold-harmless the District and its officers, agents and employees from and against every claim, demand, action, damage, loss, cost, expense and other liability of any nature whatsoever arising, in connection with or as a consequence of the performance of this Agreement, from: (i) the injury (including death) of any person and/or the damage, loss or theft of any property attributable in whole or in part to acts or omissions of the Contractor or any contractor, consultant, employee or agent of the Contractor (each a "Contractor Agent"); (ii) the failure of the Contractor or any Contractor Agent to reasonably perform the obligations of the Contractor pursuant to this Agreement; and (iii) the furnishing or use by the Contractor or any Contractor Agent of any copyrighted or un-copyrighted material or patented or un-patented invention or item. Notwithstanding the foregoing, the Contractor shall not be liable pursuant to this Section 12 to the extent liability results from the sole negligence or willful misconduct of the District or its officers, employees or agents.
16. **Insurance.** Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
17. **Worker's Compensation Insurance.** Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

In the event that the Contractor represents and warrants to the District that it does not have any employees and is not required to maintain Worker's Compensation insurance in accordance with California law.
18. **Fingerprinting Requirements.** The District anticipates that the Contractor will not have contact with any students of the District. However, if the Contractor determines that a visit to a school campus is necessary, the Contractor shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.
19. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

20. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
21. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
22. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
23. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
24. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
25. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
26. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- For District: 621 E 6th St, Holtville, CA 92250
- For Contractor 641 E. San Ysidro Blvd. B3-2023, San Ysidro, CA 92173
27. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
28. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
29. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

30. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

HOLTVILLE UNIFIED SCHOOL DISTRICT

Celso Ruiz

Signature of Authorized Agent/Date

Celso Ruiz

Typed or Printed Name

Superintendent

Title

Board Approval Date: _____

Relationships at Work, Inc.

CONTRACTOR

Dr. Debra Dupree, PsyD

Signature of Authorized Agent/Date

Dr. Debra Dupree

Typed Name or Printed

45-2748672

Social Security or Taxpayer I.D. No.

619-433-4264

(Area Code) Telephone Number

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

Prop 28: Arts and Music in Schools

Monday, July 29, 2024

2023-24 Funding Results

Freedom Academy - \$4,648

Holtville High - \$87,712

Sam Webb Continuation - \$3,921

Finley Elementary - \$97,277

Holtville Middle - \$44,659

Pine Elementary - \$33,954

Total: \$272,171

Purpose

Arts education program: instruction and training, supplies, materials, and arts educational partnership programs for dance, theatre, music, visual arts, and media arts.

At least 80 percent of funds will be used to employ certificated or classified employees to provide arts education program instruction. Up to 20 percent of funds may be used for training, supplies and materials, and arts educational partnership programs. For good cause, the department may provide a waiver from this requirement.

Prop 28 Arts and Music in Schools FAQs <https://www.cde.ca.gov/eo/in/prop28artsandmusicdfundingfaq.asp>

Annual Report

2023-24 School Year

Expenditures: \$0

The type of arts education programs funded: N/A

The number of full-time equivalent teachers, classified personnel, and teaching aides: 0

The number of pupils served: 0

The number of school sites providing arts education programs with Proposition 28 funds: 0

Plan for 2024-25

The type of arts education programs funded: Visual Arts (Art) and Media Arts (Photography)

The number of full-time equivalent teachers, classified personnel, and teaching aides: 2 teachers

The number of pupils served: 200-300

The number of school sites providing arts education programs with Proposition 28 funds: 6