



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

June 12, 2023

Board of Trustees

Kevin Grizzle, President

Jared Garewal, Clerk

Ben Abatti Jr., Member

Julie Duarte, Member

Matt Hester, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells

Holtville

where tradition meets vision



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

Monday, June 12, 2023

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

Holtville Unified School District, Board Room, 621 East Sixth 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

Kevin Grizzle, President

Jared Garewal, Clerk

Ben Abatti Jr., Member

Julie Duarte, Member

Matt Hester, Member

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

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

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

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

4. CLOSED SESSION

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

B) Student Discipline Pursuant to California Education Code Section 48900 #500992

5. REPORTABLE CLOSED SESSION ACTIONS:

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – June 12, 2023
AGENDA PAGE 2

6. RECOGNITIONS

HHS CIF Softball Champs

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
Governing Board
Assistant Superintendent
Superintendent*

9. CONSENT AGENDA

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

A. GENERAL FUNCTION

*1) Adoption of Minutes: May 17, 2023 Pgs. 2-4
(Supplemental Information)*

B. FINANCE AND BUSINESS

*1) Warrant Orders week beginning 5/18/23 to week ending 6/8/23 Pgs. 6-16
(Supplemental Information)*

C. PERSONNEL SERVICES

*1) Classified Retirement Pg. 18
2) Certificated Resignation Pg. 19
3) Summer School Employment Pgs. 20-21
4) Coaching Employment Pg. 22*

D. GENERAL BUSINESS

The Board is asked to approve the following items:

*1) 2023/24 HUSD Board Meeting Schedule Pg. 24
2) HUSD Measure G Introduction & Citizen's Oversight Committee Member Listing Pg. 25
3) 2023/24 CIF Application for renewal of Multi-School Membership Pg. 26
4) Lease Agreement for Imperial County Office of Education's Placement of a Trailer Unit on HUSD Property (Little Vikings State Preschool) Pgs. 27-32
5) MOU between HUSD & ICOE for the AmeriCorps Borderlands Program Pgs. 33-38
6) 2023-24 California Interscholastic Federation – San Diego Section Request for Continuing Membership & Agreement to Conditions of Membership Pgs. 39-44*

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – June 12, 2023
AGENDA PAGE 3**

GENERAL BUSINESS continued

- 7) Disposal of obsolete textbooks Pg. 45
- 8) Proposal with Blanca Tolpezninkas Educational Consulting (English 3D) for Designated ELD Consulting & Training Services for Elementary Pgs. 46-47
- 9) 2023/24 Attorney-Client Retainer Agreement between HUSD & Law Office of Arthur M. Palkowitz Pgs. 48-50

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

10. INFORMATION ITEMS

- A) EL Program Update
- B) California Community Schools Partnership Program Update (Mr. Velazquez)

11. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) Approve 2021-22 Measure G Bond Audit

(Mr. Wells) Pgs. 53-93

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

- B) Approve Board Resolution 2022/23-013 to Authorize Temporary Borrowing Between Funds of the School District (Mr. Wells) Pg. 94

Motion: _____ Second: _____
Roll Call Vote: Grizzle: ___ Garewal: ___ Abatti: ___ Duarte: ___ Hester: ___
Ayes: _____ Nays: _____ Vote: ___ - ___

- C) Approve Board Resolution 2022/23-014 Approval of Participation in Bids/Contracts of Other Public Agencies (Piggyback Contracts); Authority to Award Piggyback Contracts

(Mr. Wells) Pgs. 95-96

Motion: _____ Second: _____
Roll Call Vote: Grizzle: ___ Garewal: ___ Abatti: ___ Duarte: ___ Hester: ___
Ayes: _____ Nays: _____ Vote: ___ - ___

12. FUTURE BOARD MEETING DATE

Tuesday, June 20, 2023 is the next Regular Board Meeting
Thursday, June 22, 2023 is the next Special Board Meeting

13. 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

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – May 15, 2023**

{Page 1 of 3}

The Board of Trustees of the Holtville Unified School District met in a Regular Session on May 15, 2023, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: Pedro Campos, Student Rep.

MODIFICATION OF THE AGENDA: Mr. Ruiz gave the Board members a revised Classified Management/Confidential salary schedule in which the ELOP Coordinator (w/BA) was removed on both the 2022-23 & 2023-24 salary schedules. Moved by Trustee Garewal, Seconded by Trustee Abatti. Passed by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

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

CLOSED SESSION

- A) Superintendent's Evaluation – Government Code section 54957
- B) Conference with Labor Negotiators in accordance with Government Code section 54957.6 – Governing Board will meet with Superintendent regarding unrepresented administrators and management employees

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:02 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

COMMUNICATIONS FROM THE SCHOOL DISTRICT

Board members – Mr. Garewal said that there is an item on the agenda regarding the management team and so he told them that he appreciates their hard work. He also added that the HMS sports banquet at the new gym was very nice, and he's looking forward to the HMS graduation ceremony.

Mr. Wells – announced that applications are available for the citizen's oversight committee.

Mr. Ruiz – Has received many thank- yous for the teacher appreciation lunch. We will be providing lunch for the staff next week for classified appreciation week.

**CONSENT AGENDA
GENERAL FUNCTIONS**

Moved by Trustee Hester, Seconded by Trustee Abatti to approve the following consent agenda items as follows: **GENERAL FUNCTION** – Adoption of Minutes: April 17, 2023 & May 11, 2023. **FINANCE AND BUSINESS** – Warrant orders week beginning 4/20/23 to week ending 5/11/23. **PERSONNEL SERVICES** – Classified Resignation of Claudia Luna, Cafeteria Manager (District) 4/17/23. Coaching resignation of Sadie Ming, Head Girls Soccer Coach (HHS); Murray Anderson, Head Girls Basketball Coach (HHS). Extra Duty Employment of Yvonne Castro, Induction Mentor for Francisco Retana (\$1500); Aaron Mendoza, Induction Mentor for Luis Chairez (\$1500); David Avila Induction Mentor for Stephen Frazier/ District Lead (\$1500/\$3000). Migrant Summer School Employment of Samantha Williams, Teacher; Annabel Lyerly, Teacher; Nayeli Garcia, Teacher; Vivian Gonzalez, Teacher; Marci Mange, teacher; Katy Knapp, Teacher; David Avila, Teacher; Julian Heraz, Paraprofessional; Ivana Gonzalez, Paraprofessional; Briana Delgadillo, Paraprofessional; Briana Duarte, Paraprofessional; Alma Reyes-Torres, Paraprofessional; Pat Harrison, Principal; Nadia Pizano, Secretary; Fernanda Ledezma, Counselor; Fausto Ramirez, Technology. **GENERAL BUSINESS** – Removal/Disposal of obsolete band instruments at HMS. Overnight trip for HHS FFA to Cal Poly San Luis Obispo for Livestock Judging State Finals Field Day 5/5/23-5/7/23. HHS & SDSU RISE Center on the Imperial County Health Professions Pathway Program partnership. HHS & University of California Transcript Evaluation Service agreement. Adult Ed. Block Grant Governance Board Members – Celso Ruiz & Fernanda Ledezma. MOU Between HUSD & the School Librarian, Sarah Garcia regarding services for the 2023-24 SY. Donation to the HHS Class of 2023 from the Holtville Viking Touchdown Club in the amount of \$3,602.31. Donation to HHS from the Holtville Athletic Club in the amount of \$13,306.80. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

INFORMATION ITEMS

Mr. Velazquez gave out a Public Notice form that was sent out to the parents regarding questions and/or comments about the LCAP.

Mr. Velazquez presented a PowerPoint on the CAASPP & ELPAC testing. The ESSA requires all states to test at least 95% of all students and student groups in ELA, math, and science. ESSA also requires the participation rate to be factored into States' accountability systems. ESSA also requires a penalty to be applied to the Academic Indicator for any LEA with less than 95%. For California, the penalty is for each student needed to bring the participation rate of the school, district and/or student groups to 95, the Lowest Obtainable Scale Score will be applied. For ELA -277 and for math -246. LOSS applies to Academic Indicator calculation only and students who did not test will not receive a LOSS on their SSR.

ACTION/DISCUSSION ITEMS

Moved by Trustee Garewal, Seconded by Trustee Hester to approve the Agreement between the Holtville Unified School District and the Holtville Teachers Association to Fully Settle Reopener Negotiations for the 2022/23 School Year, to Fully Settle and Resolve Negotiations for the 2023/24 School Year, and to Establish a New Three-Year Agreement to remain in effect until June 30, 2025. Mr. Wells explained the negotiations with HTA took place in March and April, and the Tentative Agreement was posted for review for 10 days. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Duarte to approve 2022-23 and 2023-24 Certificated Management Salary Schedules. Mr. Wells explained that he and Mr. Ruiz did extensive research on the salary schedules for both Certificated Management and Classified Management/ Confidential in order to be fair and manageable. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Garewal to approve 2022-23 and 2023-24 Classified Management/Confidential Salary Schedules. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Garewal, Seconded by Trustee Abatti to approve Amendment to the Superintendent’s Employment Agreement providing a salary increase consistent with the salary payments approved by the Governing Board for all Certificated and Classified District employees for 2022-23 and 2023-24 school years. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Duarte to approve Airwave Communications quote for ATS System equipment, installation and materials in the amount of \$217,212.35. Mr. Ruiz explained that we currently do not have a radio system in place. This will be beneficial for principals, maintenance, transportation and yard aides especially in an emergency situation. The radios will allow managers to communicate internally and can be used in place of cell phones. The quote is for the infrastructure including the towers and radios. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, June 12, 2023

ADJOURNMENT

The meeting adjourned at 6:32 p.m.

**Jared Garewal, 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
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Bank Account COUNTY - County, Register 000244, Dated 05/18/2023

23224489	6,066.85	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
23224490	1,464.92	Printed	010		APPLE COMPUTER INC (000037/1)
23224491	45.00	Printed	010		Baja Desert Tire Co (000052/2)
23224492	10,751.21	Printed	010		BDJTech (000925/3)
23224493	3,741.83	Printed	010		C R and R INCORPORATED (000070/2)
23224494	22.17	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23224495	2,485.59	Printed	010		CDWG (000097/1)
23224496	503.41	Printed	010		COSTCO (000110/1)
23224497	122.93	Printed	010		COUNTY MOTOR PARTS (000111/3)
23224498	1,509.89	Printed	010		Cronkright, Carson (000916/3)
23224499	5,907.85	Printed	010		D LUPITAS RESTAURANT (000119/1)
23224500	2,414.52	Printed	010		DELL MARKETING LP (000126/1)
23224501	501.00	Printed	110		ESTRADA,VERONICA (000529/1)
23224502	293.80	Printed	130		FBC OF HENDERSON LLC (000154/2)
23224503	154.47	Printed	010		GEORGES PIZZA (000177/1)
23224504	22.75	Printed	010		GONZALES, HECTOR (000780/2)
23224505	1,351.78	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
23224506	1,170.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
23224507	2,097.89	Printed	010		HOWARD INDUSTRIES (000892/2)
23224508	18,906.17	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
23224509	123.58	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
23224510	160.50	Printed	010		LA County Office of Education (001096/1)
23224511	120.66	Printed	010		LEDEZMA, FERNANDA (000611/1)
23224512	4,785.61	Printed	010		MEDIC FIRST (000700/2)
23224513	415.07	Printed	010		ORTIZ,XOCHITL (000528/1)
23224514	58.90	Printed	010		QUILL CORP (000318/1)
23224515	118.50	Printed	010		QUILL CORP (000318/1)
23224516	766.79	Printed	010		QUILL CORP (000318/1)
23224517	448.02	Printed	010		QUILL CORP (000318/1)
23224518	12.49	Printed	010		QUILL CORP (000318/1)
23224519	4,376.95	Printed	010		QUILL CORP (000318/1)
23224520	674.37	Printed	010		QUILL CORP (000318/1)
23224521	17.88	Printed	010		QUILL CORP (000318/1)
23224522	189.44	Printed	010		RAMOS, PATRICIA (000578/1)
23224523	643.65	Printed	010		SCHOOL OUTFITTERS (000347/3)

Register 000244 - 05/18/2023

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000244, Dated 05/18/2023 (continued)

23224524	4,589.49	Printed	010		SEAWORLD (001141/1)
23224525	11,979.23	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
23224526	7,085.48	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
23224527	260.93	Printed	010		UNFIRST CORPORATION (000727/2)
23224528	220.08	Printed	010		Velazquez, Gerardo (000795/1)
23224529	210.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
23224530	4,500.00	Printed	010		WILKINSON HADLEY KING and CO L (000436/1)

101,291.65 Number of Items 42 Totals for Register 000244

Org Summary

Holtville Unified School District

Check #	23224489	through	23224530	Total Count	42	\$101,291.65
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Register 000245 - 05/25/2023

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000245, Dated 05/25/2023

23225415	2,309.01	Printed	010		A T & T (000008/1)
23225416	1,130.00	Printed	010		ACCREDITING COMMISSION FOR SCHOOLS (000014/1)
23225417	322.00	Printed	010		ALAMO CITY EDUCATION PARTNERSH IP (001095/1)
23225418	12,760.00	Printed	010		ALTA VISION, INC (000761/1)
23225419	6,705.21	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
23225420	294.00	Printed	010		APPLE COMPUTER INC (000037/1)
23225421	1.93	Printed	010		AUTO ZONE (000049/1)
23225422	5,861.13	Printed	010		BDJTech (000925/3)
23225423	5.80	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23225424	295.09	Printed	010		CARDMEMBER SERVICES (000322/2)
23225425	13,316.76	Printed	010		CDWG (000097/1)
23225426	469.72	Printed	010		COSTCO (000110/1)
23225427	84.10	Printed	010		COUNTY MOTOR PARTS (000111/3)
23225428	4,388.39	Printed	010		D LUPITAS RESTAURANT (000119/1)
23225429	346.01	Printed	010		Daniela Jimenez (001122/1)
23225430	23.36	Printed	010		DE LIRA, ANTHONY (001034/1)
23225431	243.06	Printed	130		DEL SOL MARKET (000125/1)
23225432	249.96	Printed	010		DELL MARKETING LP (000126/1)
23225433	97.20	Printed	130		FBC OF HENDERSON LLC (000154/2)
23225434	600.00	Printed	010		FRANCIS PARKER SCHOOL (000163/1)
23225435	476.30	Printed	010		GAS COMPANY (000172/1)
23225436	140.08	Printed	010		GEORGES PIZZA (000177/1)
23225437	1,814.70	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
23225438	22,110.28	Printed	010		HOLTVILLE UNIFIED FOOD SERVICE (000201/1)
23225439	883.13	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
23225440	300.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
23225441	21,887.69	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
23225442	398.96	Printed	010		IMPERIAL VALLEY PAINT CENTER (000229/1)
23225443	1,453.56	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
23225444	1,024.43	Printed	010		JONES BROS GLASS (000248/1)
23225445	228.41	Printed	010		MANGE, MARCI (000553/1)
23225446	1,500.00	Printed	010		MEDIC FIRST (000700/3)
23225447	357.37	Printed	010		ORTIZ, XOCHITL (000528/1)
23225448	1,098.00	Printed	010		PADILLA JORGE F (000297/1)
23225449	46.69	Printed	010		PIZANO, NADIA (000993/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 05/25/2023, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

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Register 000245 - 05/25/2023

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000245, Dated 05/25/2023 (continued)					
23225450	2,110.62	Printed	010		R S D (000320/1)
23225451	17.39	Printed	010		RAMIREZ, RAQUEL (000779/1)
23225452	211.80	Printed	010		ROMANS WATER (000331/1)
23225453	724.91	Printed	010		SCHOOL OUTFITTERS (000347/3)
23225454	306.19	Printed	010		SCHOOL SPECIALTY (000351/3)
23225455	464.64	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
23225456	5,387.37	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
23225457	609.38	Printed	010		SPARKLETT'S WATERS (000370/1)
23225458	8,850.48	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
23225459	248.98	Printed	010		Tommys Screen Printing (000395/1)
23225460	484.97	Printed	010		UNFIRST CORPORATION (000727/2)
23225461	109.50	Printed	010		UPS (000409/1)
23225462	525.12	Printed	010		Verizon Wireless Services LLC (000422/1)
23225463	6,875.00	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
23225464	8,494.11	Printed	010		VOYAGER SOPRIS LEARNING (001143/2)
23225465	112.50	Printed	010		WATER TREATMENT SERVICES (000483/1)
23225466	485.55	Printed	010		WRIGHT, GINA (000591/2)

139,240.84

Number of Items

52 Totals for Register 000245

Org Summary

Holtville Unified School District

Check #

23225415 through

23225466 Total Count

52

\$139,240.84

Register 000247 - 06/08/2023

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000247, Dated 06/08/2023

23227263	141.11	Printed	010		A T & T (000008/1)
23227264	2,300.00	Printed	010		AHUMADA'S GARAGE DOORS (001137/1)
23227265	330.30	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
23227266	2,203.68	Printed	010		AVILA, DAVID (000510/1)
23227267	12,108.16	Printed	010		BDJTech (000925/3)
23227268	108.24	Printed	010		BOJORQUEZ-CASTRO, ARTURO (001148/1)
23227269	1,656.29	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
23227270	241.58	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23227271	298.98	Printed	010		CARDMEMBER SERVICES (000322/2)
23227272	1,325.11	Printed	010		CDWG (000097/1)
23227273	4,104.62	Printed	010		CITY OF HOLTVILLE (000102/1)
23227274	72.35	Printed	010		COUNTY MOTOR PARTS (000111/3)
23227275	1,664.12	Printed	010		D LUPITAS RESTAURANT (000119/1)
23227276	253.19	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
23227277	42.00	Printed	010		David West (000758/1)
23227278	1,116.00	Printed	010		DAVID WEST INSURANCE (000121/1)
23227279	225.18	Printed	010		DE LIRA, ANTHONY (001034/1)
23227280	23.65	Printed	130		DEL SOL MARKET (000125/1)
23227281	3,053.96	Printed	130		DOMINOS PIZZA (000142/2)
23227282	56.38	Printed	010		DRYE, MITHCELL (000516/1)
23227283	4,442.29	Printed	010		ENTERPRISE FM TRUST (000767/1)
23227284	99,358.93	Printed	210		ESR Construction (000864/1)
23227285	279.45	Printed	130		FBC OF HENDERSON LLC (000154/2)
23227286	807.60	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
23227287	198.90	Printed	010		FORENSIC DRUG TESTING (000162/1)
23227288	274.85	Printed	010		FRANCOS AUTO ELECTRICAL (000626/1)
23227289	1,798.98	Printed	010		GIGA KOM (000179/2)
23227290	975.50	Printed	010		HARRISON, PATRICA (000523/1)
23227291	4,043.99	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
23227292	1,960.00	Printed	010		HOLTVILLE TRIBUNE (000200/2)
23227293	19,506.33	Printed	010		Imperial County Sheriff (000938/1)
23227294	45.42	Printed	010		JOHN DEERE FINANCIAL (000324/1)
23227295	19.46	Printed	010		JOSE CHABOYA (000497/1)
23227296	2,069.66	Printed	010		K12 MANAGEMENT/FUEL EDUCATION (000167/1)
23227297	2,004.39	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 06/08/2023, 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
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Bank Account COUNTY - County, Register 000247, Dated 06/08/2023 (continued)

23227298	15,781.20	Printed	010		LAKESHORE LEARNING MATERIALS (001105/1)
23227299	9,400.00	Printed	010		LANDMARK CONSULTANTS, INC (000717/1)
23227300	135.00	Printed	010		LORI'S SANITATION, LLC (000710/1)
23227301	111.86	Printed	130		LUZ CHABOLLA (000495/1)
23227302	94.02	Printed	010		MIGUEL MATA (000496/1)
23227303	133.50	Printed	010		Music & Arts (000489/2)
23227304	37,200.00	Printed	210		PRECISION ENGINEERING (000741/1)
23227305	24.34	Printed	010		QUILL CORP (000318/1)
23227306	358.78	Printed	010		QUILL CORP (000318/1)
23227307	22.62	Printed	010		QUILL CORP (000318/1)
23227308	1,548.96	Printed	010		R S D (000320/1)
23227309	410.60	Printed	010		RAMOS, ANTONIO (000716/1)
23227310	10,198.55	Printed	010		RESILITE SPORTS PRODUCTS, INC (001098/1)
23227311	55.76	Printed	010		ROMANS WATER (000331/1)
23227312	13,173.86	Printed	010		SCHOOL OUTFITTERS (000347/3)
23227313	464.64	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
23227314	7,906.49	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
23227315	691.51	Printed	010		SIGN FACTORY PRINTING & OFFICE (000601/1)
23227316	2,135.60	Printed	010		SISC II Life Ins (000474/1)
23227317	5,145.15	Printed	010		SISC III (000473/1)
23227318	182,528.84	Printed	010		SISC III- INS (000361/1)
23227319	88.43	Printed	130		SPARKLETTS WATERS (000370/1)
23227320	850.00	Printed	010		SUBJECT TECHNOLOGIES, INC (001151/1)
23227321	4,500.00	Printed	210		SUGIMURA FINNEY ARCHITECTS (001040/1)
23227322	2,305.90	Printed	010		Sutter, Jennifer (000754/2)
23227323	8,240.19	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
23227324	7,582.30	Printed	010		TinyEYE Technology Corp (001090/1)
23227325	5,730.63	Printed	010		Tommys Screen Printing (000395/1)
23227326	241.86	Printed	010		UNFIRST CORPORATION (000727/2)
23227327	1,050.00	Printed	010		VARSITY SPIRIT FASHIONS (000420/3)
23227328	1,495.24	Printed	010		Verizon Wireless Services LLC (000422/1)
23227329	4,608.36	Printed	010		VISION SERVICE PLAN (000424/1)
23227330	12,249.72	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
23227331	4,059.00	Printed	010		WILKINSON HADLEY KING and CO L (000436/1)
23227332	1,181.19	Printed	010		WRIGHT, GINA (000591/2)

Register 000247 - 06/08/2023

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000247, Dated 06/08/2023 (continued)

510,814.75	Number of Items	70 Totals for Register 000247
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Org Summary

Holtville Unified School District

Check #	23226587 through	23227332 Total Count	71	\$511,045.93
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Register 000246 - 06/08/2023 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000246, Dated 06/08/2023

23226587	231.18	Printed	010		UNFIRST CORPORATION (000727/2)
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231.18	Number of Items	1	Totals for Register 000246
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HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RETIREMENT
DATE: JUNE 12, 2023

The Board is requested to accept the following Classified Retirement:

- | | | |
|--------------------|--------------|----------|
| 1. Patricia Garcia | Health Clerk | District |
|--------------------|--------------|----------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED RESIGNATIONS
DATE: JUNE 12, 2023

The Board is requested to accept the following Certificated Resignations June 9, 2023:

1. Cory Mamer	Teacher	Finley
2. Jesus Quesada Jr.	Teacher	HHS

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: SUMMER SCHOOL EMPLOYMENT
DATE: JUNE 12, 2023

The Board is requested to accept the following Summer School Employment for the 2022/23 school year:

1. Viridiana Dale	Attendance Secretary	HHS
2. Arturo Bojorquez	Teacher	HHS
3. Luis Chairez	Teacher	HHS
4. Roberto Moedano	Teacher	HHS
5. Gabriel Ponce	Teacher	HHS
6. Antonio Ramos	Teacher	HHS
7. Bonnie Sorenson	Teacher	HHS
8. Pompeyo Tabarez Jr.	Teacher	HHS
9. Arly Bastidas	ELOP Tutor	Pine
10. Arianna Ruiz	ELOP Tutor	Pine
11. Robert Slayton	ELOP Tutor	Pine
12. Diego Ramirez	ELOP Tutor	Pine
13. Maria Avelar	Program Accounts	Cafeteria
14. Sonia Macias	Cook	Cafeteria
15. Marina Mendez	Cafeteria Worker	Cafeteria
16. Jessica Romero	Cafeteria Worker	Cafeteria
17. Norma Contreras	Cafeteria Worker	Cafeteria
18. Alexander Martinez	Cafeteria Worker II	Cafeteria
19. Kimberly Garcia	Cafeteria Worker II	Cafeteria
20. Melina Medina	Cafeteria Worker II	Cafeteria
21. Jessica Ryckman	SPED Teacher	Finley
22. Sandra Duran	TK Teacher	Finley
23. Eulalia Hayden	CBK Teacher	Finley
24. Nicole Tumbaga	Kinder Teacher	Finley
25. Linda Serrano	1 st grade Teacher	Finley
26. Esperanza Velasquez	2 nd grade Teacher	Finley
27. Anthony DePaoli	2 nd grade Teacher	Finley
28. Chelsea Garcia	3 rd grade Teacher	Finley
29. Mariana Yee	3 rd grade Teacher	Finley
30. Annette Carranza	4 th grade Teacher	Finley
31. Karina Renteria	5 th grade Teacher	Finley
32. Kenia Cortez	6 th grade Teacher	Finley

33. Arturo Bojorquez	ELOP Teacher	HMS
34. Diana Bernal	ELOP Tutor	HMS
35. Gina Rivas	ELOP Tutor	HMS
36. Mariana Banaga	ELOP Tutor	HMS
37. Maricsa Ledezma	ELOP Tutor	HMS
38. Nancygiselle Hernandez	ELOP Tutor	HMS
39. Gilberto Villareal	ELOP Tutor	HMS
40. Francisco Retana	ELOP Teacher	HMS
41. Ross Bolin	ELOP Tutor	HMS
42. Raul Cortez	ELOP Tutor	Finley
43. Marilyn Ceceno	ELOP Tutor	Finley
44. Karla Villasenor	ELOP Tutor	Finley
45. Ana Munoz	ELOP Tutor	Finley
46. Kassandra Gonzalez	ELOP Tutor	Finley
47. Aimee Carrillo	ELOP Tutor	Finley
48. Blanca Mendez	Secretary	Finley
49. Karen Astorga-Rollins	Technology	Finley
50. Alejandra Quezada	Paraprofessional	Finley
51. Karla Villasenor	Paraprofessional	Finley
52. Maricsa Ramos	Paraprofessional	Finley
53. Ana Munoz	Paraprofessional	Finley
54. Julia Meza	Paraprofessional	Finley
55. Yadira Hernandez	Paraprofessional	Finley
56. Suzanne Gonzalez	Paraprofessional	Finley
57. Kassandra Gonzalez	Paraprofessional	Finley
58. Marilyn Ceceno	Paraprofessional	Finley
59. Aime Carrillo	Paraprofessional	Finley

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: COACHING EMPLOYMENT
DATE: JUNE 12, 2023

The Board is requested to accept the following Coaching Employment:

- | | | |
|--------------------|-------------------------------|-----|
| 1. Jennifer Sutter | Head Varsity Volleyball Coach | HHS |
| 2. Marely Garcia | Head Varsity Basketball Coach | HHS |
| 3. Crystal Arias | Head Varsity Soccer Coach | HHS |

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS



621 E. Sixth Street, Holtville, Ca. 92250
(760) 356-2974 (760) 356-4936 fax

www.husd.net

**Holtville Unified School District
Regular Board Meeting Schedule for 2023/24
621 E. Sixth Street (Board Room)
Holtville, Ca. 92250
Closed Session 5:00 p.m.
Open Session 6:00 p.m.**

Monday, July 17, 2023

Monday, August 21, 2023

* **Monday, September 11, 2023**

Monday, October 16, 2023

* **Monday, November 13, 2023**

* **Monday, December 11, 2023**

Tuesday, January 16, 2024

Tuesday, February 20, 2024

* **Monday, March 11, 2024**

Monday, April 15, 2024

Monday, May 20, 2024

Monday, June 17, 2024

* **Thursday, June 20, 2024**

Monday, June 24, 2024 (Special Board Meeting if needed)

* **Denotes change from normal third Monday of the month for budget submission purposes.**

HOLTVILLE UNIFIED SCHOOL DISTRICT
Proposition 39 General Obligation Bonds
Measure “G”
Introduction and Citizen’s Oversight Committee Member Listing

In November of 2018, Holtville voters approved Measure "G", a Proposition 39 general obligation bond measure placed on the ballot by the Holtville Unified School District. The text of the bond measure, as provided in election documents was as follows:

To improve the quality of education; modernize outdated classrooms, restrooms and school facilities; and construct a new gymnasium/multipurpose room for school and community use; shall Holtville Unified School District issue \$10 million of bonds at legal interest rates, generating on average \$617,000 annually as long as bonds are outstanding at a rate of approximately 4 cents per \$100 assessed value, with annual audits, citizens’ oversight committee, NO money for salaries and all money staying local?

In accordance with State law regarding Proposition 39 bonds, the District must establish a Citizens’ Oversight Committee (COC). The purpose of the Committee is to inform the public concerning the expenditure of the bond proceeds.

The Holtville Unified School District Business Department requests that the following individuals be granted a two-year membership to the Measure “G” Independent Citizens’ Oversight Committee:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Lucy Hendry	At-Large Member Representative	June 30, 2025
Missy Hernandez	At-Large Member Representative	June 30, 2025
Eric Lyerly	Parent of a Child Enrolled in District	June 30, 2025
Chris Strahm	Business Community Representative	June 30, 2025
Christopher Stergios	Taxpayers’ Association Representative	June 30, 2025
Joan Thornburg	Senior Citizen’s Organization Representative	June 30, 2025
Kathryn Turner	Parent-Teacher Organization Representative	June 30, 2025

**2023-2024 CIF APPLICATION FOR RENEWAL OF MULTI-SCHOOL MEMBERSHIP
(CIF Form 303 Renewal)**

THIS FORM MUST BE COMPLETED AND RETURNED TO YOUR CIF SECTION OFFICE NO LATER THAN MAY 31, 2023

CIF Section: San Diego

Date Of Application: May 26, 2023

Bylaw 303.B.(6)b.

- (i) All renewal applications must be submitted to the State Office by May 31 of the current school year to continue multi-school status for the following year.
- (ii) All fees for multi-school dues will be reflected on the invoice sent from the CIF State Office for the school's annual school dues and legal assessment.
- (iii) Any late applications will be assessed a late fee of \$200; the fee must be attached or the application will not be considered. If an application for renewal is not received by September 1 of the current school year, the school must also submit a statement as to the reason for the late application. This statement must accompany the late application.

PLEASE COMPLETE THIS FORM AND PROVIDE ALL SIGNATURES

Holtville High School 9012
(CIF Member School requesting multi-school teams status) (Grade levels involved)
755 Olive Avenue Holtville 92250
(Street Address) (City) (Zip)
Anthony Arevalo
(Principal designated to have administrative responsibility)

List school(s) or campus(es), and address to be unified with the above listed CIF member school for sports team purposes:

<u>School Name: Freedom Academy of Imperial Valley</u>	<u>School Name:</u>
<u>Address: 522 E. 8th St. Holtville, 92250</u>	<u>Address:</u>
<u>Principal's Name: Mitchell Drye</u>	<u>Principal's Name:</u>

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: School within HUSD offering online classes. Some students are dual enrolled with HHS. Housed on our campus.

List sport(s) by team to be included (identify as student, boys, or girls): FB (B/G), cheer, VB (B/G), XC (B/G), Golf (B/G), Wrestling (S/G), Basketball (B/G), Soccer (B/G), Baseball, Softball, Swim (B/G), Track & Field (B/G).

Please check this box if you are applying for an exclusive multi-school relationship as per Bylaw 303.C.(1).

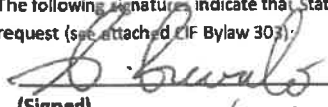

CBEDS Enrollments (required)

CIF MEMBER SCHOOL: 9-12: 515 +
 School/programs(s) to be unified: 9-12: 20 =
 * Total # of students : 535

CIF WILL INVOICE MEMBER SCHOOL THE FOLLOWING AMOUNT FOR CIF STATE DUES

* TOTAL # OF STUDENTS: 545
 x \$ 0.88 =
 CIF STATE DUES: \$ 470.80

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

	<u>Holtville</u>	<u>5-30-23</u>	
<small>(Signed)</small>	<small>(School)</small>	<small>(Date)</small>	
	<u>Freedom Academy</u>	<u>5-30-23</u>	
<small>(Signed)</small>	<small>(School)</small>	<small>(Date)</small>	
<small>(Signed)</small>	 	<small>(Date)</small>	

Principal, CIF Member School

Principal, Non Member School Involved
(Attach additional pages as necessary)

Commissioner, San Diego
(CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2023-2024 school year.

State CIF Executive Director Date

**Lease Agreement for Imperial County Office of Education's
Placement of a Trailer Unit on Holtville Unified School District Property
(Little Vikings State Preschool)**

THIS LEASE is made by and between the Holtville Unified School District ("District") and Imperial County Office of Education ("ICOE"). District and ICOE may collectively be referred to as "Parties." The ICOE's Early Care and Education Programs will be the point of contact for ICOE obligations under this Lease Agreement.

The Parties agree as follows:

1. For and in consideration of the covenants and conditions hereinafter contain to be paid and performed by ICOE, the District does hereby lease and let unto the District's facility at 627- A E. 6th Street, Holtville, California 92250 ("Premises") for the express purpose of the placement by ICOE of one Mobile Trailer Unit ("Trailer Unit") for the purpose of operating ICOE's Early Care and Educational Program. The District further grants ICOE right of access to the Trailer.
2. **Term:** This Lease shall be for 15 years, with the term commencing on July 1, 2021, and ending June 30, 2036. Each Party shall have the option to terminate the Lease early between July 1, 2024, and June 30, 2036, so long as the Party exercising the option provides the other Party with at least 180 days' notice. Termination notice of 180 days may be given at any time starting on or after July 1, 2024. If neither Party exercises this option during the term of this Lease, then the Lease shall continue through June 30, 2036.
3. **Use:** ICOE agrees that the Premises shall be used for no other purpose than the operation of ICOE's educational programs without prior authorization from District.
 - a. ICOE programs shall be operated in accordance with all local, state, and federal laws and regulations.
 - b. ICOE shall operate its programs Monday through Friday between the approximate hours of 7:30 a.m. and 5:30 p.m. during all or parts of the Lease Term.
 - c. ICOE shall have access to the premises at other times as reasonably necessary to conduct the program, including, but not limited to, staff work after-hours or on weekends and evening events such as Parent's Night.
4. **Rental Payment:** ICOE agrees to pay District an annual rent of \$1.00 (one dollar) payable in advance.
5. **Maintenance and Alterations:**
 - a. ICOE bears responsibility for maintaining the Trailer Unit and Landscape Areas within leased land in good order and condition.
 - b. ICOE shall pay for repairs to the Premises caused by ICOE negligence or misuse.
 - c. District bears responsibility for otherwise maintaining the Premises.

- d. ICOE shall not make or permit to be made any substantial alterations or improvements to the Premises without the prior written consent of District. All such additions, alterations or improvements shall become the property of District upon the termination of the Lease unless otherwise provided in a written agreement between the parties. ICOE retains the right to make alterations and/or improvements to the Trailer Unit that does not substantially impact the Premises, including, but not limited to, construction within the Trailer Unit.

6. Damage or Destruction:

- a. In the event that the Premises are partially or entirely damaged or destroyed and such damage is caused by the negligence or willful misconduct of ICOE, its agents, or employees, ICOE shall, at its own expense, repair such damage as soon as possible. In the event that the proceeds from any insurance policies are paid to District or ICOE for claims arising from such damage, such amounts shall be applied to the expense of repairing the same, and the remaining portion of the expense shall be paid by ICOE. During such repair and restoration, this Lease shall remain in full force and effect, and the rent payable under this Lease shall not be abated in any way.
- b. In the event such damage or destruction is caused by any reason other than the fault of ICOE, District shall repair the same, and the rent payable under this Lease shall be abated for the time, and to the extent, ICOE is prevented from occupying said Premises, or, in lieu of repairs, the Lease may be terminated by written agreement executed by both parties.

7. **Utilities:** ICOE is responsible for electricity and trash collection services and shall pay utility bills as they comes due.

8. Indemnification:

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

9. Insurance:

- a. ICOE Liability Insurance. At all times during the term of this lease, ICOE shall, at its own expense, maintain and keep in force either Commercial General Liability insurance or Self-Insurance covering bodily injury (including death), personal injury and property damage occurring in, on or about the Premises. If Commercial General Liability insurance is obtained, such insurance shall have a limit of not less than \$1,000,000.
- b. District Liability Insurance. At all times during the term of this lease, District shall, at its own expense, maintain and keep in force Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage occurring in, on or about the Premises. Such insurance shall have a limit of not less than \$1,000,000.
- c. ICOE Property Insurance. ICOE shall procure and maintain, at ICOE's expense, fire and property insurance coverage for all office furniture, trade fixtures, office equipment and other items of ICOE's property in, on, at or about the Premises under a standard "all risk" policy, excluding earthquake and flood, or shall otherwise be self-insured as to such property. If commercial insurance is used, the coverage shall be for not less than ninety (90) percent of the replacement value of such property.
- d. District Property Insurance. District shall maintain, at District's expense, a policy of policies of fire and property insurance on all real property owned by District covered by this Lease including, without limitation, the Building/Premises and improvements constructed by District for ICOE pursuant to this Lease under a standard "all risk" policy. Such insurance shall cover at least the following perils: fire and extended coverage, flood, smoke damage, vandalism, malicious mischief, and sprinkler leakage. The contract shall insure for the full insurable replacement value of the Building/Premises, including ICOE improvements. District may, but will not be required to, maintain, earthquake and flood insurance.

10. Expiration of Lease: At the expiration of this lease, or any sooner termination thereof, ICOE agrees to peacefully and quietly surrender and deliver up possession of said Premises to District.

- a. Unless the Parties mutually agree to other timelines or arrangements, ICOE will remove the Trailer Unit from District property within sixty (60) days of the expiration of the lease or sooner termination thereof;
- b. If, based on the above portions of Paragraph 11, ICOE is obligated remove the Trailer Unit and fails to do so within the above identified timelines, then the District shall have to option of;
 - i. Gaining ownership of the Trailer Unit in the state and condition it is then found; or
 - ii. Removing the Trailer Unit from District property and receiving reimbursement from the ICOE FOR REASONABLE REMOVAL COSTS INCURRED BY THE District so long as the District's removal of the Trailer

Unit occurs within a sixty- (60) day period after the end of ICOE's sixty- (60) day timeline for performing the removal itself.

11. Default and Remedies.

- a. **ICOE Default.** ICOE shall be in breach of this Lease for:
 - i. Failure of ICOE to pay rent within thirty (30) days of the due date, where such failure remains uncured for thirty (30) days after written notice thereof;
 - ii. Failure of ICOE to perform any of the other terms, covenants and condition of this Lease to be performed by ICOE other than the payment of money where such failure remains uncured for thirty (30) days after written notice thereof, provided however, that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, ICOE shall not be deemed to be in default if ICOE shall within such period commence such cure and thereafter diligently prosecute the same to completion. Upon lapse of the aforesaid cure periods, District shall have all remedies available at law and in equity and under this Lease.

- b. **District Default.** Except as otherwise provided in this Lease, District shall be in breach of this Lease for failure to perform any of the terms, covenants and conditions of this Lease to be performed by District, where such failure remains uncured for thirty (30) days after written notice thereof, provided however, that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, District shall not be deemed to be in default if District shall within such period commence such cure and thereafter diligently prosecute the same to completion. Upon lapse of the aforesaid cure period, ICOE shall have all remedies available at law and in equity and under this Lease.

12. Arbitration. Any controversy or claim arising out of or relating to this Lease shall first be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration rules.
- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator

fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out of pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.

13. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Lease shall lie in Imperial county, California
14. **Entire Agreement.** This Lease represents the entire agreement between District and ICOE for the ICOE's placement of the Trailer Unit on District property and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
15. **Interpretation.** This Lease shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
16. **Assignment.** Unless authorized in writing by District, ICOE shall not assign rights under this lease or in any way sublet the Premises or any part thereof.
17. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Lease.
18. **No Waiver of Default.** No delay or failure to require performance of any provision of this Lease shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
19. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors an assigns.
20. **Amendment.** This Lease may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Lease was modified, canceled, superseded, or altered by oral agreements, course of conduct, waiver, or estoppel.
21. **Severability.** If any one or more of the provisions of this ease is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Lease, and the remaining provisions of the Lease shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
22. **Execution of Counterparts.** If this Lease is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Lease.

23. **Authority.** The Parties warrant and represent that they have the authority to enter into this Lease in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Lease have been fulfilled.

24. **Notice.** Any notice given under this Lease shall be in writing to the parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

The Parties' representatives shall be:

ICOE:

Todd Finnell
County Superintendent of Schools
Imperial County Office of Education
1398 Sperber Rd
E Centro, CA 92243
Phone: (760) 312-6440
Email: todd.finnell@icoe.org

District:

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

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

For Imperial County Office of Education

For Holtville Unified School District

By: _____

By: _____

Todd Finnell
Imperial County Office of Education

Celso Ruiz
Superintendent

Date: _____

Date: _____

Memorandum of Understanding for the AmeriCorps Borderlands Program

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (District) for the District's participation in the AmeriCorps Borderlands Program for the 2023-2024 funding year. The ICOE's Student Well-Being and Family Resources Department will be the point of contact for ICOE obligations under this MOU.

The AmeriCorps Borderlands Program is administered through ICOE and is funded through California Volunteers (CV). AmeriCorps is administered by California Volunteers and sponsored by the Corporation for National and Community Service (CNCS). AmeriCorps Borderlands Program members provide academic tutoring to teacher assigned students; recruit volunteers in the community to participate in community service projects; provide mentoring to children of prisoners; and are trained to become part of Imperial County's Community Emergency Response Team.

The terms of this Agreement are as follows:

1. District's Obligations:

- a. Participate in the AmeriCorps Borderlands Program for the 2023-2024 funding year.
- b. Contribute a cash match of \$15,137 per full-time (1700-hour) AmeriCorps Member to ICOE. The cash match will be used toward the living allowances, member trainings, and member healthcare cost under an Affordable Care Act (ACA) compliant plan for full-time (1700-hour) AmeriCorps Members. Cash match shall be payable quarterly and payment due thirty days after date of invoice.
- c. The District agrees to place two (2) full-time AmeriCorps Members for the total cash match sum of \$30,274.
- d. Contribute an in-kind match in the form of supervisory staff, training, workspace, materials, and use of equipment. Assigned site supervisors will participate in partnership meetings with the AmeriCorps Program Coordinator and will understand Prohibited Activities for AmeriCorps Members as per CNCS AmeriCorps Grant Provisions. (See Exhibit 2).
- e. Provide assurance to the AmeriCorps Borderlands Program that all credentialed administrators (site supervisors) at school sites where AmeriCorps Members are placed have cleared the required fingerprint-based criminal history checks prior to the AmeriCorps Member's start date in the District including Department of Justice (DOJ) State Check, Federal Bureau of

Investigation (FBI) National Check, and the National Sex Offender Registry Check. Such clearances are processed through the California Commission on Teacher Credentialing (CTC) and the ICOE Credentials Office. As a California Volunteers mandate, the use of Truescreen and Fieldprint for fingerprint checks is required for site principals where members are placed; the AmeriCorps Borderlands Program will cover this cost.

- f. Place AmeriCorps Members at each school site, who will serve the community as outlined in the 2023-2024 AmeriCorps Borderlands Program's Performance Measurement Worksheet. (See Exhibit 1).
- g. Assign a site supervisor to supervise and work closely with the Members. In the spirit of "getting things done" (the AmeriCorps motto), site supervisors will work closely with AmeriCorps Members to assist Members in meeting the Borderlands AmeriCorps Program's goals and objectives.
- h. Send site supervisors (site principals where AmeriCorps Members are placed) to ICOE when requested to attend an annual AmeriCorps Orientation Training on AmeriCorps, the Borderlands AmeriCorps Program, and the roles and responsibilities of Borderlands Members as a requirement for ICOE as an AmeriCorps grant recipient.
- i. Participate with Borderlands program staff in a Borderlands Program Internal Evaluation as requested, as a requirement for ICOE as an AmeriCorps grant recipient.

2. ICOE's Obligations:

- a. Aggressively recruit and interview applicants to place appropriate Members at each site.
- b. Process fingerprinting and background checks for all potential Members in compliance with the California *Education Code* (See Educ. Code §§ 45125, 45125.01, 45125.1), and Corporation for National and Community Service (CNCS) and California Volunteers (CV) requirements. ICOE will only place Members with the District who are cleared for placement under the Education Code and Department of Justice standards. California Volunteers requires the use of Truescreen and Fieldprint for fingerprint checks; the AmeriCorps Borderlands Program will cover this cost.
- c. Provide weekly supervision and regular site visits to AmeriCorps Members.
- d. Process all Members' living allowances and reimbursement claims.
- e. Plan and coordinate all appropriate community service projects for AmeriCorps Members, which are in addition to the Members' placement sites at the District.

- f. Make a good faith effort to provide replacement Member(s) or make arrangements for service for vacancies created by Members leaving for compelling personal reasons, terminating or released for cause, or voluntarily resigning from the AmeriCorps program.
- g. Invoice District for cash match on a quarterly basis. Three quarterly invoices to be sent during ICOE's Fiscal Year (FY) 2023-24 and the fourth quarter invoice will be sent within ICOE's FY 2024-25 first quarter.

3. **Effective Date and Term of Agreement.** This Agreement shall commence on the later of the date the Agreement is signed by all parties or July 1, 2023 and shall remain in full force and effect until December 31, 2024.

4. **Termination:**

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

5. **Indemnification:**

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

6. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall first be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator’s award may be entered in any court having jurisdiction thereof.
 - a. The Parties shall select one arbitrator pursuant to the AAA’s Commercial Arbitration Rules.
 - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator’s findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
 - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party’s actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (c) and (d) of this paragraph.
7. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
8. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and District and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
9. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
10. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
11. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.

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

The Parties' representatives shall be:

ICOE:

Miriam Belopolsky
Director, Student Well-Being
& Family Resources

1398 Sperber Road
El Centro, CA 92243
Phone: (760) 312-6498
Email: mbell@icoe.org

District:

Celso Ruiz
Superintendent

621 East 6th Street
Holtville, CA 92250
Phone: (760) 356-2974
Email: celso@husd.net

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

For the Imperial County Office of Education

By: _____

Renato Montaña
Deputy Superintendent

Date: _____

For Holtville Unified School District

By: _____

Celso Ruiz
Superintendent

Date: _____

Attachments:

Exhibit 1: 2023-2024 Performance Measurement Worksheet

Exhibit 2: AmeriCorps Prohibited Activities brochure

[Remainder of page intentionally left blank]

CIF-SAN DIEGO SECTION MEETING DATES – 2023-2024
(REVISED 04/13/23)

SECTION

EXECUTIVE COMMITTEE / WEDNESDAYS, 10:00 AM

September 13, 2023	CIF-San Diego Section Office
January 3, 2024	CIF-San Diego Section Office
March 6, 2024	CIF-San Diego Section Office
May 1, 2024	CIF-San Diego Section Office

BOARD OF MANAGERS / WEDNESDAYS, 10:00 AM

October 4, 2023	CIF-San Diego Section Office
January 17, 2024	CIF-San Diego Section Office
March 20, 2024	CIF- San Diego Section Office
May 15, 2024	CIF- San Diego Section Office

COORDINATING COUNCIL / WEDNESDAYS, 10:00 AM

August 29, 2023 (Tuesday)	CIF-San Diego Section Office
December 13, 2023	CIF-San Diego Section Office
February 14, 2024	CIF-San Diego Section Office
April 17, 2024	CIF-San Diego Section Office

STATE

COMMISSIONERS' MEETINGS

September 5-6, 2023	State Office, Sacramento
January 9-10, 2024	State Office, Sacramento
March 12-13, 2024	State Office, Sacramento
June 4-6, 2024	State Office, Sacramento

STATE EXECUTIVE COMMITTEE

August 30, 2023	State Office, Sacramento
October 5, 2023	Renaissance LAX Hotel
November 1, 2023	State Office, Sacramento
February 1, 2024	Long Beach Airport, Marriott
March 7, 2024	State Office, Sacramento
April 4, 2024	Location TBD
June 14, 2024	Location TBD

STATE FEDERATED COUNCIL

October 6, 2023 (Friday)	Renaissance LAX Hotel
February 1-2, 2024 (Thursday-Friday)	Long Beach Airport, Marriott
April 4-5, 2024 (Thursday-Friday)	Location TBD

NATIONAL

NATIONAL FEDERATION

September 17-19, 2023 (Section 7 & 8).	Anchorage, AK
January 3-6, 2024 (Winter Meeting)	San Francisco, CA
June 28- July 2, 2024 (Summer Meeting)	Boston, MA



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

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

DATE: APRIL 1, 2023

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2023-2024**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

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

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

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

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

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

Please return the enclosed form no later than June 28, 2023, directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2023-2024 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.**

_____ School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

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

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

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

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

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

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
P.O. Box 427
Kingsburg, CA 93631
Phone: (559) 781-7586
Email: kellyjones@cifcs.org

CIF CENTRAL COAST SECTION

David Grissom, Commissioner
333 Piercy Road
San Jose, CA 95138
Phone: (408) 224-2994
Email: dgrissom@cifccs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
10660 White Oak Avenue, Suite 216
Granada Hills, CA 91344
Phone: (818) 767-0800
Email: vlagos@cif-la.org

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
5 Crow Canyon Court, Suite 209
San Ramon, CA 94583
Phone: (925) 263-2110
Email: slivingston@cifncs.org

CIF NORTHERN SECTION

Scott Johnson, Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926
Phone: (530) 343-7285
Email: sjohnson@cifns.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
1000 Broadway, Ste. 150
Oakland, CA 94607
Phone: (510) 879-2846

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241
Phone: (209) 334-5900
Email: kjohnson@cifsjs.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
3470 College Avenue
San Diego, CA 92115
Phone: (858) 292-8165
Email: scandia@cifsds.org

CIF SAN FRANCISCO SECTION

Gail Barksdale, Commissioner
555 Portola Drive, Bungalow 2
San Francisco, CA 94131
Phone: (415) 920-5185
Fax: (415) 920-5189

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
10932 Pine Street
Los Alamitos, CA 90720
Phone: (562) 493-9500
Email: sharonh@cifss.org

2023-2024
CALIFORNIA INTERSCHOLASTIC FEDERATION – SAN DIEGO SECTION
**REQUEST FOR CONTINUING MEMBERSHIP AND AGREEMENT
TO CONDITIONS OF MEMBERSHIP
DUE ON OR BEFORE JUNE 28 EACH SCHOOL YEAR**

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

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

AGREED AND ACCEPTED:

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

Reviewed by Governing Board

Date

Signature of Superintendent

Date

Print name of Superintendent

- Email form to Stacy Candia at: scandia@cifsds.org Attn: Compliance



JOE HEINZ, COMMISSIONER

CALIFORNIA INTERSCHOLASTIC FEDERATION- SAN DIEGO SECTION

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

CONFLICT OF INTEREST POLICY

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

1. Definition of conflict of interest

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

2. Individuals covered

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

3. Facilitation of disclosure

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

4. Procedures to manage conflicts

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

Signature

Date

Print Name

Committee

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OBSOLETE ITEMS
DATE: JUNE 12, 2023

The Projects Department is requesting permission from the Governing Board to dispose of items considered to be obsolete, junk, or have no value, and to be discarded:

1. Miscellaneous textbooks

**BLANCA TOLPEZNINKAS
EDUCATIONAL CONSULTING**

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

CONSULTING AND TRAINING SERVICE PROPOSAL

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

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

NUMBER OF DAYS OR DATES: 4 days

TRAINING/CONSULTING FEE: \$4000/day x 4 days = \$16,000

PROPOSAL SUBMITTED: 26 May 2023

CONSULTANT SIGNATURE: 

PROPOSED SERVICES

- 1. English 3D (E3D) Implementation Training, ELD 3 Teachers, Course A, Volume 1, 2 Days**
Provide implementation training on Dr. Kate Kinsella's core English language development program, E3D to two cohorts of educators (July and August). Training will provide opportunities to understand and implement critical instructional practices that will promote effective instruction and advance students' proficiency in their use of academic vocabulary, reading of informational text, discussing and writing topics and concepts in academic register, and drafting formal writing assignments. Training will include opportunities for teachers to observe lesson delivery, examine program and lesson resources, and be poised for immediate implementation.
- 2. Lesson Co-Planning, Observation, and Coaching, 1 Cycle), 2 Days**
Provide follow-up support on E3D with a focus on implementing and strengthening program-embedded instructional practices. The format of the sessions will include opportunities for studying new/additional E3D instructional routines, and structured and guided lesson planning of E3D lessons to support and enhance language-focused lesson delivery. After unified planning session, consultant will observe selected teachers during ELD period to observe and provide technical feedback on essential, critical practices to promote and accelerate academic language development for every student.

FLEXIBILITY AND CANCELLATION CLAUSE

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

ATTORNEY - CLIENT RETAINER AGREEMENT

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

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

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

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

- (a) Paralegal services at \$82.00 per hour;
- (b) Attorneys' time at \$275.00 per hour.

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

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

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

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

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

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

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

8. **DURATION:** This agreement shall be effective for the period of July 1, 2023 through June 30, 2024 and continuing unless terminated by either party.

HOLTVILLE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
Celso Ruiz, Superintendent

LAW OFFICES OF ARTHUR M. PALKOWITZ

Dated: _____

By: _____
Arthur M. Palkowitz, Esq.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

INFORMATION ITEMS

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION



Holtville Unified
School District

Measure G Building Fund
General Obligation Bond

Financial Statements &
Performance Audit

June 30, 2022



WILKINSON HADLEY
KING & CO. LLP
CPAs AND ADVISORS



Holtville Unified School District
Measure G Building Fund (Fund 210)
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 June 30, 2022

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**Holtville Unified School District
 Measure G Building Fund (Fund 210)
 Introduction & Citizens' Oversight Committee Member Listing**

On November 6, 2018, the Holtville Unified School District was successful under Measure G in obtaining District voters to issue up to \$10,000,000 in General Obligation Bonds pursuant to a 55% vote in a bond election. The General Obligation Bonds are considered Proposition 39 bonds. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent audit of the proceeds from the sale of the bonds until all of the proceeds have been expended.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Independent Citizens' Oversight Committee, and authorization for injunctive relief against improper expenditure of bond revenues.

The Holtville Unified School District Citizens' Oversight Committee consisted of the following members as of June 30, 2022:

<u>Name</u>	<u>Position</u>	<u>Representative</u>	<u>Term Expiration</u>
Christopher Stergios	Chair	Taxpayer Association Representative	June 30, 2023
Lucy Hendry	Vice-Chair	Community-At-Large Representative	June 30, 2023
Missy Hernandez	Member	Community-At-Large Representative	June 30, 2023
Eric Lyerly	Member	Parent Representative	June 30, 2023
Chris Strahm	Member	Business Community Representative	June 30, 2023
Joan Thornberg	Member	Senior Citizen's Organization Representative	June 30, 2023
Kathryn Turner	Member	Parent - Teacher Organization Representative	June 30, 2023

Independent Auditor's Report

To the Citizens' Oversight Committee
Holtville Unified School District
Measure G Building Fund (Fund 210)
Holtville, California

Opinion

We have audited the accompanying financial statements of the Holtville Unified School District's Measure G Building Fund (Fund 210), which comprise the balance sheet as of June 30, 2022, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and fund balance of the Bond Fund as of June 30, 2022, and the revenues it received and expenditures it paid for the year then ended, in accordance with the financial reporting provisions of Proposition 39 described in Note A.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Holtville Unified School District, including the Measure G Citizens' Oversight Committee, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared by the Holtville Unified School District using the modified accrual basis of accounting for the fund, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the financial reporting requirements under Proposition 39. Additionally, the financial statements present only the Bond Fund which is specific to Measure G and is not intended to present fairly the financial position and results of operations of the Holtville Unified School District as a whole. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

Emphasis of Matter – Going Concern

The accompanying financial statements have been prepared assuming that the Bond Fund will continue as a going concern. As discussed in Note A to the financial statements, the purpose of the Bond Fund is to issue general obligation bonds authorized under Measure G and to complete capital projects utilizing the funds authorized. The final issuance of bond funds occurred during the year ended June 30, 2021, with no remaining authorizations available for issue. If the Bond Fund expends the remaining funds within 12 months of the financial statement date, the Bond Fund will close down and no longer continue. Given that the intent of the Bond Fund is to fulfill this purpose, management plans to discontinue operations of the Bond Fund once the funds have been fully expended.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions for fund accounting under the modified accrual basis of accounting, as described in Note A. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 8, 2023, on our consideration of the Bond Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated May 8, 2023, on our consideration of the Bond Fund's compliance with the requirements of Proposition 39 with regards to the Measure G Building Fund (Fund 210). That report is an integral part of our audit of the Measure G Building Fund (Fund 210) for the fiscal year ended June 30, 2022, and should be considered in assessing the results of our financial audit.

Other Information

Management is responsible for the other information included in the introductory section of this report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Restriction on Use

This report is intended solely for the information and use of management, the Citizens' Oversight Committee, the Board of Education, and others within the Holtville Unified School District, and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
May 8, 2023

**HOLTVILLE UNIFIED SCHOOL DISTRICT
MEASURE G BUILDING FUND (FUND 210)
MANAGEMENT’S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)**

This section of Holtville Unified School District’s Proposition 39 Measure G Building Fund annual financial and performance report presents our discussion and analysis of the Measure G bond program during the fiscal year that ended on June 30, 2022. Please read it in conjunction with the District’s Measure G bond financial statements and performance audit, which immediately follow this section.

This discussion and analysis is intended to serve as an introduction to the District’s Measure G Building Fund basic financial statements. The Fund’s financial statements comprise three components: 1) management’s discussion and analysis; 2) the Measure G Building Fund’s financial statements; and 3) the performance audit required by law.

The District accounts for Measure G General Obligation Bond activity in the District’s Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting that does not include fixed assets or long-term liabilities.

FINANCIAL HIGHLIGHTS

Key financial highlights for 2022 are as follows:

- The fund balance for the Measure G Bond Building Fund amounted to \$4.42 million as of June 30, 2022.
- Total expenditures and other uses were \$860,642 for the year ended June 30, 2022.
- The District has issued \$8,000,000 in its issuance of Measure G bonds as of June 30, 2022.
- Holtville Middle School Gymnasium project is scheduled to be completed by September 2022.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts: Management Discussion and Analysis (this section), the Measure G Bond Building Fund financial statements, and the performance audit required by state law.

The District accounts for Measure G bond activity in the District’s Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting that does not include fixed assets or long-term liabilities.

FINANCIAL ANALYSIS OF THE MEASURE G BOND BUILDING FUND

Balance Sheet: The District’s Measure G Bond Building Fund balance as of June 30, 2022 was \$4.42 million (see Table A-1). Cash equivalents in the fund represent cash held in county treasury for purposes associated only with the bond authorization approved by the voters. It has been determined that Measure G funds cannot be used for routine restricted maintenance expenditures in the General Fund.

**HOLTVILLE UNIFIED SCHOOL DISTRICT
MEASURE G BUILDING FUND (FUND 210)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)**

The District's Measure G Building Fund balance as of June 30, 2022, was \$4,420,759 million (see Table A-1 below).

Table A-1 Measure G Building Fund Balance Sheet				
	June 30,		Change	Percentage Change
	2022	2021		
Assets				
Cash	\$ 4,516,662	\$ 5,366,955	\$ (850,293)	-16%
Accounts receivable	10,820	11,608	(788)	-7%
Total Assets	<u>\$ 4,527,482</u>	<u>\$ 5,378,563</u>	<u>\$ (851,081)</u>	<u>-16%</u>
Liabilities				
Accounts payable	\$ 106,723	\$ -	\$ 106,723	0%
Total Liabilities	<u>106,723</u>	<u>-</u>	<u>106,723</u>	<u>0%</u>
Fund Balance				
Restricted for capital projects	4,420,759	5,378,563	(957,804)	-18%
Total Fund Balance	<u>4,420,759</u>	<u>5,378,563</u>	<u>(957,804)</u>	<u>-18%</u>
Total Liabilities & Fund Balance	<u>\$ 4,527,482</u>	<u>\$ 5,378,563</u>	<u>\$ (851,081)</u>	<u>-16%</u>

Fund Balance

The interest income reported represents funds earned on the cash held by the Imperial County Treasurer. The total expenditures of \$860,642 are only for Measure G voter authorized expenses (see Table A-2 below).

HOLTVILLE UNIFIEDSCHOOL DISTRICT
MEASURE G BUILDING FUND (FUND 210)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)

Table A-2				
Measure G Building Fund				
Changes in Fund Balance				
	Year Ended June 30,		Change	Percentage Change
	2022	2021		
Revenues & Other Sources				
Interest and investment income	\$ 36,852	\$ 32,298	\$ 4,554	14%
Fair Market Value Adjustment	(138,753)	41,899	(180,652)	-431%
Other Local Revenue	4,739	-	4,739	100%
Total Revenues & Other Sources	<u>(97,162)</u>	<u>74,197</u>	<u>(171,359)</u>	<u>-231%</u>
Expenditures & Other Uses				
Building and Improvements	853,664	1,698,354	(844,690)	-50%
Architect Fees	4,850	-	4,850	100%
Inspection Fees	2,128	-	2,128	100%
Total Expenditures & Other Uses	<u>860,642</u>	<u>1,698,354</u>	<u>(837,712)</u>	<u>-49%</u>
Excess of Revenues				
Over (Under) Expenditures	<u>(957,805)</u>	<u>(1,624,157)</u>	<u>666,352</u>	<u>-41%</u>
Other Financing Sources				
Proceeds From Bonds	-	4,000,000	(4,000,000)	-100%
Total Other Financing Sources	<u>-</u>	<u>4,000,000</u>	<u>(4,000,000)</u>	<u>-100%</u>
Change in Fund Balance				
	<u>(957,805)</u>	<u>2,375,843</u>	<u>(3,333,648)</u>	<u>-140%</u>
Fund Balance - Beginning	<u>5,378,563</u>	<u>3,002,720</u>	<u>2,375,843</u>	<u>79%</u>
Fund Balance - Ending	<u>\$ 4,420,758</u>	<u>\$ 5,378,563</u>	<u>\$ (957,805)</u>	<u>-18%</u>

**HOLTVILLE UNIFIED SCHOOL DISTRICT
 MEASURE G BUILDING FUND (FUND 210)
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2022
 (Unaudited)**

LONG TERM DEBT

At the end of the year, Holtville Unified School District had \$9,130,024 in long-term debt outstanding.

Table A-3 Measure G Building Fund Long Term Debt				
	Year Ended June 30,		Change	Percentage Change
	2022	2021		
General Obligation Bonds				
Principal Balance	\$ 7,930,000	\$ 7,930,000	\$ -	0%
Bond Premium	1,200,024	1,200,024	-	0%
Total Measure G GO Bonds	<u>\$ 9,130,024</u>	<u>\$ 9,130,024</u>	<u>\$ -</u>	<u>0%</u>

FACTORS BEARING ON THE DISTRICT'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Inflation increases in building costs during construction.

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to determine the District's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Holtville Unified School District
 c/o John-Paul Wells, Assistant Superintendent,
 621 E. 6th Street,
 Holtville, CA 92250.

Financial Statements

**Holtville Unified School District
Measure G Building Fund (Fund 210)**

Balance Sheet
June 30, 2022

ASSETS

Current Assets

Cash in county treasury	\$	4,516,662
Accounts receivable		<u>10,820</u>
Total Current Assets		<u>4,527,482</u>

TOTAL ASSETS \$ 4,527,482

LIABILITIES AND FUND BALANCE

Current Liabilities

Accounts payable	\$	<u>106,723</u>
Total Liabilities		<u>106,723</u>

Fund Balance

Restricted for capital projects		<u>4,420,759</u>
Total Fund Balance		<u>4,420,759</u>

TOTAL LIABILITIES AND FUND BALANCE \$ 4,527,482

The accompanying notes to the financial statements are an integral part of this statement.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2022

REVENUES	
Interest income	\$ 36,852
FMV adjustment	(138,753)
Other local revenue	<u>4,739</u>
TOTAL REVENUES	<u>(97,162)</u>
EXPENDITURES	
Building and improvements	853,664
Architect fees	4,850
Inspection fees	<u>2,128</u>
TOTAL EXPENDITURES	<u>860,642</u>
NET CHANGE IN FUND BALANCE	(957,804)
FUND BALANCE, BEGINNING OF YEAR	<u>5,378,563</u>
FUND BALANCE, END OF YEAR	<u>\$ 4,420,759</u>

The accompanying notes to the financial statements are an integral part of this statement.

Holtville Unified School District

Measure G Building Fund (Fund 210)

Notes to the Financial Statements
For the Year Ended June 30, 2022

A. Summary of Significant Accounting Policies

Holtville Unified School District Measure G Building Fund (Fund 210), hereinafter referred to as the “Bond Fund”, accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for Holtville Unified School District (District), through expenditures of general obligation bonds issued under Measure G, authorized by registered voters on November 6, 2018.

The Bond Fund operates under a locally selected Citizens’ Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The Bond Fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund’s policy to use restricted resources first, then unrestricted resources.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
June 30, 2022

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
June 30, 2022

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the Imperial County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with Imperial County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
June 30, 2022

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The District has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2022. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 87, Leases	06/2017
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018
GASB Statement 92, Omnibus 2020	01/2020
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020
GASB Statement 98, The Annual Comprehensive Financial Report	10/2022
GASB Implementation Guide No. 2019-3, Leases	08/2019
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020
GASB Implementation Guide No. 2022-1, Implementation Guidance Update – 2022 (Applicable portions to the 2022-22 fiscal year)	05/2022

The District has implemented the policies necessary to comply with these pronouncements and implementation guides. The implementation of these items did not result in a change to financial presentation for the Measure G Building Fund (Fund 210).

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

10. Going Concern

The financial statements have been prepared on a going concern basis, which assumes the Bond Fund will be able to realize its assets and settle its liabilities in the normal course of business for the foreseeable future.

During the 2020-21 fiscal year, the Bond Fund issued the final authorized issuance under Measure G. The only additional revenue anticipated in the Bond Fund are small amounts of interest earnings. The Bond Fund may expend in full the remaining fund balance within twelve months of the financial statement date, or shortly thereafter. These conditions raise substantial doubt about the Bond Fund's ability to continue operating as it has in the past.

Due to the nature of the Bond Fund, the District plans to close Measure G Bond Fund operations upon completion of final expenditures of the remaining funds.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None	Not Applicable	Not Applicable

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

C. Fair Value Measurements

The Bond Fund’s investments at June 30, 2022, categorized within the fair value hierarchy established by

	Amount	Fair Value Measurement Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
Imperial County Treasury	\$ 4,516,662	\$ -	\$ 4,516,662	\$ -
Total investments by fair value level	\$ 4,516,662	\$ -	\$ 4,516,662	\$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund’s investments in the pool is reported in the accounting financial statements as amounts based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The Imperial County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the Imperial County Treasury as part of the common investment pool (\$4,516,662 as of June 30, 2022). The fair value of the Bond Fund’s portion of this pool as of that date, as provided by the pool sponsor, was \$4,516,662. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

2. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Holtville Unified School District
Measure G Building Fund (Fund 210)
 Notes to the Financial Statements, Continued
 June 30, 2022

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2022, credit risk for the Bond Fund’s investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer's Investment Pool	Unrated	Not Applicable	\$ 4,516,662

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution’s trust department or agent but not in the Bond Fund’s name. The California Government Code and the Bond Fund’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty’s trust department or agent but not in the Bond Fund’s name.

At June 30, 2022, the Bond Fund was not exposed to custodial credit risk.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
June 30, 2022

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the Imperial County Treasury with a fair value of \$4,516,662. The average weighted maturity for this pool was 538 days at June 30, 2022.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

Holtville Unified School District
Measure G Building Fund (Fund 210)
Notes to the Financial Statements, Continued
June 30, 2022

E. Accounts Receivable

Accounts receivable balances as of June 30, 2022, consisted of:

	<u>Accounts Receivable</u>
Interest receivable	\$ 10,820
Total Accounts Receivable	<u>\$ 10,820</u>

F. Accounts Payable

Accounts payable balances as of June 30, 2022, consisted of:

	<u>Accounts Payable</u>
Vendor payables	\$ 106,723
Total Accounts Payable	<u>\$ 106,723</u>

G. Interfund Balances and Activities

As of June 30, 2022, there were no interfund activities involving the Bond Fund.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
June 30, 2022

H. Short Term Debt Activity

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2022.

I. General Obligation Bonds

General Obligation Bonds 2018 Series A

In June 2019, the District issued \$4,000,000 in 2018 Election, Series A, General Obligation Bonds in order to finance the renovation, construction, and improvement of school facilities. The issue consisted of \$1,285,000 in current interest bonds with an interest rate of 4% with annual maturities from August 1, 2019 through August 1, 2039; \$1,240,000 in term bonds with an interest rate of 5.00% with annual maturities from August 1, 2040 through August 1, 2044; and \$1,475,000 in term bonds with an interest rate of 4.00% with annual maturities from August 1, 2045 through August 1, 2048. Principal payments on the bonds are due August 1 of each year beginning August 1, 2019 while interest is payable semi-annually on February 1 and August 1 of each year through maturity beginning August 1, 2019.

Total proceeds of \$4,496,502, which includes additional premium of \$496,502, resulted in \$4,000,000 deposited into the Measure G Building Fund (Fund 210) after issuance costs of \$201,556 while remaining funds of \$294,946 were deposited into the Bond Interest and Redemption Fund to be utilized for debt service on the bonds.

General Obligation Bonds 2018 Series B

In January 2021 the District issued \$4,000,000 in 2018 Election, Series B, General Obligation Bonds for the purpose of financing the renovation, construction, and improvement of school facilities for the District in addition to paying the costs related thereto as authorized by the voters November 6, 2018 election. Interest on the bonds ranges from 2.00% to 4.00% payable semi-annually. Principal amounts mature annually beginning August 1, 2022 through August 1, 2050.

Total proceeds of \$4,712,211 consisted of \$4,000,000 in bonds and \$712,211 in bond premium with \$4,000,000 being deposited into the Building Fund (210) after issuance of \$225,408 while remaining funds of \$486,803 were deposited into the Bond Interest and Redemption Fund to be utilized for subsequent debt service on the bonds.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

J. Long-Term Debt

The outstanding bonded debt as of June 30, 2022 is as follows:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	
2018 Election Series A	08/13/20	2.00-5.00%	08/01/48	\$ 4,000,000	
2018 Election Series B	01/14/21	2.00-4.00%	08/01/50	\$ 4,000,000	
Total General Obligation Bonds				<u>\$ 8,000,000</u>	

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
2018 Election Series A					
Principal	\$ 3,930,000	\$ -	\$ -	\$ 3,930,000	\$ -
Premium	487,813	-	-	487,813	-
2018 Election Series B					
Principal	4,000,000	-	-	4,000,000	180,000
Premium	712,211	-	-	712,211	32,049
Total General Obligation Bonds	<u>\$ 9,130,024</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,130,024</u>	<u>\$ 212,049</u>

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

The annual requirements to amortize the bonds outstanding at June 30, 2022 are as follows:

Year Ended June 30,	Principal	Interest	Total
2023	\$ 180,000	\$ 326,200	\$ 506,200
2024	200,000	319,000	519,000
2025	25,000	311,000	336,000
2026	35,000	310,500	345,500
2027	50,000	309,800	359,800
2028-2032	460,000	1,519,000	1,979,000
2033-2037	945,000	1,391,000	2,336,000
2038-2042	1,605,000	1,151,000	2,756,000
2043-2047	2,510,000	718,650	3,228,650
2048-2052	1,920,000	165,000	2,085,000
Total	<u>\$ 7,930,000</u>	<u>\$ 6,521,150</u>	<u>\$ 14,451,150</u>

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2018 Election Series A	2018 Election Series B
Total Interest Payments	\$ 3,884,068	\$ 3,085,940
Less Bond Premium	<u>(496,502)</u>	<u>(712,211)</u>
Net Interest Payments	<u>3,387,566</u>	<u>2,373,729</u>
Par Amount of Bonds	4,000,000	4,000,000
Periods	30	30
Effective Interest Rate	2.31%	1.98%

Holtville Unified School District
Measure G Building Fund (Fund 210)

Notes to the Financial Statements, Continued
 June 30, 2022

K. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2022.

2. Construction Commitments

As of June 30, 2022, the Bond Fund had the following construction commitments:

	<u>Remaining Commitment</u>	<u>Expected Date of Completion*</u>
Construction in Process:		
Holtville Middle School Modular Gymnasium Project	\$ 1,074,860	December 2023
District Water Fountains Installation Project	74,013	December 2023

*Expected date of completion is subject to change.

L. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement No. 99, Omnibus 2022	04/2022	2022-23 Thru 2023-24
GASB Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62	06/2022	2024-25
GASB Statement No. 101, Compensated Absences	06/2022	2024-25
GASB Implementation Guide No. 2022-1, Implementation Guidance Update – 2022	05/2022	2022-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the Bond Fund’s financial statements has not yet been determined.

Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee
Holtville Unified School District
Measure G Building Fund (Fund 210)
Holtville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Holtville Unified School District Measure G Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Holtville Unified School District Measure G Building Fund's basic financial statements, and have issued our report thereon dated May 8, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Holtville Unified School District Measure G Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Holtville Unified School District Measure G Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of Holtville Unified School District Measure G Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Holtville Unified School District Measure G Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California
May 8, 2023

Independent Auditor's Report on Performance

To the Citizens' Oversight Committee
Holtville Unified School District
Measure G Building Fund (Fund 210)
Holtville, California

Performance Results

We were engaged to conduct a performance audit of the Holtville Unified School District Measure G Building Fund (Fund 210), herein after referred to as the Bond Fund, for the year ended June 30, 2022. Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

The results of our tests, delineated below, showed no instances of noncompliance with the requirements as set forth in Measure G, approved by voters on November 6, 2018, in accordance with Proposition 39 as outlined in Article XIII A, Section 1(b)(3)(c) of the California Constitution.

Responsibilities of Management for Performance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Bond Fund.

Auditor's Responsibility for the Performance Audit

Our responsibility is to prepare a report that contains (1) the objectives, scope, and methodology of the audit; (2) the audit results, including findings, conclusions, and recommendations as appropriate; (3) summary reviews of responsible officials; and (4) if applicable, the nature of any confidential or sensitive information omitted.

We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies* (the Audit Guide). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Our audit was designed to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above have occurred, whether due to fraud or error, and to express the findings and conclusions based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of Measure G as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over the Bond Fund relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure G as approved by registered voters for the fiscal year ended June 30, 2022. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure G General Obligation Bonds were only used for the purposes set forth in the ballot Measure G and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the Holtville Unified School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

Performance Audit Procedures Performed & Results:

1. Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director, Assistant Superintendent of Business Services, and Finance Director verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2021-22 fiscal year.

2. Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure G proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Projects List and language of the Measure G ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure G ballot measure as well as applicable state laws and regulations.

3. Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure G to determine if the expenditures were part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

4. Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure G designated projects to determine whether the funds expended for the year ended June 30, 2022, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, review of project photographs, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Measure G ballot measures.

5. Review of Citizens' Oversight Committee Compliance

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

The Citizens' Oversight Committee appears to have complied with the requirements of Education Code Section 15278.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

The Citizens' Oversight Committee appears to have complied with the requirements of Education Code Section 15282.

Nature of any Confidential or Sensitive Information Omitted

There was no confidential or sensitive information omitted from this report.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Measure G Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
May 8, 2023

Auditor's Results, Findings & Recommendations

Holtville Unified School District
Measure G Building Fund (Fund 210)

Schedule of Auditor's Results
 Year Ended June 30, 2022

FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>		
Internal control over financial reporting:			
One or more material weakness(es) identified?	<u> </u> Yes	<u> X </u> No	
One or more significant deficiencies identified that are not considered material weakness(es)?	<u> </u> Yes	<u> X </u> No	
Noncompliance material to financial statements noted?	<u> </u> Yes	<u> X </u> No	

PERFORMANCE AUDIT

Any audit findings disclosed that are reported as a result of performance audit and in accordance with <i>2021-22 Guide for Annual Audits of California K-12 Local Education Agencies, Appendix A Local Construction Bond Audits</i> ?	<u> </u> Yes	<u> X </u> No	
Type of auditor's report issued on compliance for state programs:	<u>Unmodified</u>		

Holtville Unified School District
Measure G Building Fund (Fund 210)
Schedule of Findings and Questioned Costs
Year Ended June 30, 2022

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards*, or *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

Internal Control Findings

None

Compliance Findings

None

Holtville Unified School District
Measure G Building Fund (Fund 210)
Summary of the Views of Responsible Officials
Year Ended June 30, 2022

The Holtville Unified School District agrees with the results of the performance audit for the Measure G Bond Fund.

Holtville Unified School District
Measure G Building Fund (Fund 210)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2022

Finding/Recommendation	Status	Explanation if Not Implemented
There were no findings reported in the prior year audit		

HOLTVILLE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2022/23-013

**RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS
OF THE SCHOOL DISTRICT**

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the Imperial County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Holtville Unified School District hereby authorizes, for fiscal year **2023-24**, temporary transfers between the following funds and authorizes the Imperial County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

- | | | |
|-----------------------------|--------------------------------|---------------------------------------|
| - General Fund# 010 | - Building Fund# 210 | - Debt Service Fund# 560 |
| - Adult Education Fund# 110 | - COP Fund# 215 | - Student Activity Spec Rev Fund# 080 |
| - Cafeteria Fund# 130 | - Capital Facilities Fund# 250 | |

2. The Governing Board of the Holtville Unified School District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

PASSED AND ADOPTED by the Governing Board on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF IMPERIAL

I, Celso Ruiz, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____, 2023

Clerk/Secretary of the Governing Board

HOLTVILLE UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2022/23-014

APPROVAL OF PARTICIPATION IN BIDS/CONTRACTS OF OTHER PUBLIC AGENCIES (PIGGYBACK CONTRACTS); AUTHORITY TO AWARD PIGGYBACK CONTRACTS

BE IT RESOLVED by the Governing Board of Trustees of the Holtville Unified School District:

WHEREAS, applicable law generally requires the District to engage in a competitive process to procure goods, materials, supplies, services, equipment and other property.

WHEREAS, notwithstanding such requirements, applicable law also authorizes the District to procure goods, materials, supplies, services, equipment and other property without a competitive process upon terms and conditions of contracts bid and awarded by other public agencies; these alternative procurement procedures are typically referred to as “piggyback” contracting.

WHEREAS, the District is authorized to engage in piggyback contracting under Public Contract Code Section 10298 and 10299 for “information technology, goods and services” from “contracts, master agreements, multiple award schedules, cooperative agreements” procured by the California State Department of General Services (“DGS”).

WHEREAS, DGS authorized piggyback contracts may include contracts “with entities outside the state” and cooperative buying organizations such as, but not limited to, Sourcewell and U.S. Communities.

WHEREAS, although applicable law generally requires the Board of Trustees action to award contracts, authority to contract may be delegated to the Superintendent pursuant to Education Code 17604; with such authorization subject to limitations of “time, money or subject matter.”

WHEREAS, contracts awarded by authority conferred by the Board of Trustees under Education Code 17604 are not valid or enforceable against the District until ratified by the Board of Education.

THEREFORE, BE IT RESOLVED that the Board of Trustees determines that the piggyback procurement process is in the best interests of the District.

FURTHER RESOLVED, that the District participate for the 2022-23 school year, retroactive to July 1, 2022, as well as the 2023-24 school year beginning July 1, 2023, in piggyback bids and contracts issued by other public agencies to the fullest extent permitted by applicable law.

FURTHER RESOLVED, that pursuant to Education Code 17604, the Superintendent, or such District employee the Superintendent may designate, are authorized to award piggyback contracts procured pursuant to these Resolutions, provided that (i) any such piggyback contract is not valid or enforceable against the District until ratified by subsequent action of the Board of Trustees; and (ii) the authority conferred hereunder is effective upon Board action adopting these Resolutions and shall continue for twelve (12) months after the date of Board action adopting these Resolutions.

Holtville Unified School District
Resolution No. 2022/23-014

PASSED AND ADOPTED by the Board of Trustees of the Holtville Unified School District at the meeting on June 12, 2023, by the following vote:

Ayes: ____ Nays: ____ Absent: ____ Abstain: ____

Kevin Grizzle
President of the Board of Trustees

Jared Garewal
Clerk to the Board of Trustees