



## HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

August 15, 2022

Board of Trustees

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., 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, August 15, 2022

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

Matt Hester, President

\_\_\_\_\_

Robin Cartee, Clerk

\_\_\_\_\_

Kevin Grizzle, Member

\_\_\_\_\_

Jared Garewal, Member

\_\_\_\_\_

Ben Abatti Jr., 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

**5. REPORTABLE CLOSED SESSION ACTIONS:**

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – August 15, 2022  
AGENDA PAGE 2**

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

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

**7. COMMUNICATIONS FROM THE SCHOOL DISTRICT**

*Holtville Teachers Association  
California School Employees Association  
Governing Board  
Assistant Superintendent  
Superintendent*

**8. CONSENT AGENDA**

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

**A. GENERAL FUNCTION**

- 1) *Adoption of Minutes: June 30, July 7 & August 4, 2022* Pgs. 2-7  
*(Supplemental Information)*

**B. FINANCE AND BUSINESS**

- 1) *Warrant Orders week beginning 6/30/22 to week ending 8/11/22* Pgs. 9-22  
*(Supplemental Information)*

**C. PERSONNEL SERVICES**

- 1) *Classified Resignation* Pg. 24  
2) *Classified Maternity Leave* Pg. 25  
3) *Classified Employment* Pg. 26  
4) *Certificated Employment* Pg. 27  
5) *Extra Duty Employment* Pg. 28

**D. GENERAL BUSINESS**

*The Board is asked to approve the following items:*

- 1) *Out of State and overnight trip for HHS FFA* Pg. 30  
2) *HUSD cell phone stipend* Pg. 31  
3) *SELPA Operations Committee for 2022-23 SY* Pg. 32  
4) *CAEP Imperial County Adult Education Consortium Members* Pg. 33  
5) *MOU for the AmeriCorps Borderlands Program* Pgs. 34-39  
6) *Attorney/Client Retainer with Artiano Shinoff* Pgs. 40-42  
7) *HUSD Community Advisory Committee* Pg. 43  
8) *Quarterly report on Williams Uniform Complaints for June 30, 2022* Pg. 44  
9) *MOU between Imperial County Consortium Teacher Induction Program & HUSD Regarding the Provision of Teacher Induction Services for the 2022-23 SY* Pgs. 45-49

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

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – August 15, 2022  
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**9. ACTION/DISCUSSION ITEMS**

*The Board is asked to approve the following items:*

- A) Approve Board Resolution 2022/23-001 of the Board of Trustees of the Holtville Unified School District Authorizing the Issuance and Sale of General Obligation Bonds Election of 2018, Series C, in an Aggregated Principal Amount Not to Exceed \$2,000,000 and Approving Related Documents and Actions**  
*(Mr. Wells) Pgs. 51-77*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote: Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_ Garewal: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_

- B) Approve Revised 2022 HUSD Local Control and Accountability Plan (LCAP)**  
*(Mr. Velazquez) \*\**

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

- C) Approve Polar King International proposal in the amount of \$124,991.09 for a one piece freezer to be placed at the Finley School Cafeteria.**  
*(Mr. Ruiz) Pgs. 78-80*

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

- D) Approve Board Resolution 2022/23-002 of the Board of Trustees of the Holtville Unified School District in the Matter of Declaring Rural Status for the Purpose of Exemption from Education Code Section 46148**  
*(Mr. Ruiz) Pgs. 81-82*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
Roll Call Vote: Abatti: \_\_\_\_\_ Hester: \_\_\_\_\_ Cartee: \_\_\_\_\_ Grizzle: \_\_\_\_\_ Garewal: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Vote: \_\_\_\_ - \_\_\_\_

- E) Approval to allow Maria Aguilera to teach Physical Education grades 6-8 at Holtville Middle School on a Provisional Internship Permit (PIP) for the 2022/23 school year**  
*(Mr. Ruiz)*

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

- F) Approve ESR Construction Proposal for Holtville High School Portable Classroom installation work in the amount of \$58,700.**  
*(Mr. Wells) Pg. 83*

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

**BOARD OF TRUSTEES  
HOLTVILLE UNIFIED SCHOOL DISTRICT  
REGULAR MEETING – August 15, 2022  
AGENDA PAGE 4**

**10. FUTURE BOARD MEETING DATE**

*Monday, September 12, 2022 is the next Regular Board Meeting*

**11. ADJOURNMENT**

**\*\* A copy is available at the District Office and online [www.husd.net](http://www.husd.net)**

**MISSION STATEMENT**

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

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***MINUTES***

**Holtville Unified School District  
Special Board Meeting  
Minutes – June 30, 2022**

**{Page 1 of 3}**

The Board of Trustees of the Holtville Unified School District met in a Special Session on June 30, 2022, at the Holtville Unified School District Board Room 621 E 6<sup>th</sup> Street, Holtville, California. The meeting was called to order at 5:03 p.m. by the Presiding Chairman.

**MEMBERS PRESENT:** Robin Cartee, Clerk; Kevin Grizzle, Member; Jared Garewal, Member; Ben Abatti Jr., Member, Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

**MEMBERS ABSENT:** Matt Hester, President

**MODIFICATION OF THE AGENDA:** None

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

**CLOSED SESSION**

- A) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1
- B) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release
- C) Student Discipline Pursuant to California Code Section 48900 #1605488916

**REPORT OF CLOSED SESSION In:** 5:05 p.m. **Out:** 6:18 p.m.

The Governing Board in closed session by unanimous vote took action to expel the following student #1605488916. No further action was taken.

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

Nothing

**CONSENT AGENDA**

**GENERAL FUNCTIONS**

Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of minutes June 23, 2022. FINANCE AND BUSINESS – Warrant Orders week beginning 6/23/22. PERSONNEL SERVICES – Classified Employment of Yadira Hernandez, Paraprofessional (Finley); Marla Ponce, Secretary (SW/FA). All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

**INFORMATION ITEMS**

Mr. Velazquez presented a powerpoint on the HUSD Universal Pre-Kindergarten (UPK) Plan. The 2021-22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies. State law requires each LEA to create a plan articulating how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings and the After-school Education and Safety Program. UPK will bring together programs across early learning and K-12, relying heavily on UTK and California State Preschool Program based, as well as Head Start, community-based organizations, and private preschool.

**ACTION/DISCUSSION ITEMS**

Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve Enviroplex Proposal for the purchase of 48x40 portable Community Learning Hub Building to be placed at Finley Elementary School, utilizing the January 2021 Merced River School District piggyback bid contract. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve Enviroplex Proposal for the purchase of 24x40 portable Admin Building to be placed at Finley Elementary School, utilizing the January 2021 Merced River School District piggyback bid contract. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Garewal to approve Purchase of Two (2) 12x40 Girls/Staff/Staff/Boys Modular Restroom Buildings for Finley Elementary School under the provision of the Santa Cruz City Schools Facility Services Piggyback Contract. Passed by unanimous vote Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the Agreement between the County of Imperial and the Holtville Unified School District for the Imperial County Sheriff's Office to Provide a School Resource Officer. Passed by unanimous vote Aye: 4, Nays: 0. Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve Yvonne Moreno to teach Band at Holtville High School, grades 9<sup>th</sup> – 12<sup>th</sup> under Ed Code 44258.3 for the 2022/23 school year. Passed by unanimous vote Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve Dennise Frazier to provide Speech Therapist Services in grades K-12 for the District on a Variable Term Waiver under Ed Code 44265.3 for the 2022/23 school year. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve the Holtville Unified School District's 2021 Expanded Learning Opportunities Program (ELO-P) Plan. Mr. Velazquez presented a powerpoint on the plan. The program is a living document that is periodically reviewed and adjusted. Expanded learning means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Abatti to approve the Amended Holtville Unified School District's Local Control and Accountability Plan (LCAP). There was a minor error of \$1000.00 on the LCAP that was presented to the board last week. There will be an official review next week. Passed by unanimous votes Ayes: 4, Nays: 0. Moved



**Holtville Unified School District  
Special Board Meeting  
Minutes – June 30, 2022**

**{Page 3 of 3}**

by Trustee Garewal, Seconded by Trustee Grizzle to approve the Side Letter of Agreement Between Holtville Unified School District and the California School Employees Association (CSEA) and Its Chapter No. 338 Regarding the Changes to District Schools as a Result of the Novel Coronavirus (COVID-19) Public Health Emergency, Including AB 130. Mr. Ruiz explained that this side letter of agreement would issue a one-time stipend of \$1000 to each full time classified employee. Passed by unanimous votes Ayes: 4, Nays: 0.

**FUTURE BOARD MEETING DATE**

Regular Board Meeting: Monday, July 18, 2022

**ADJOURNMENT**

The meeting adjourned at 6:50 p.m.

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**Robin Cartee, Clerk  
Holtville Unified School District  
Board of Trustees**

**Holtville Unified School District  
Special Board Meeting  
Minutes – July 7, 2022**

**{Page 1 of 1}**

The Board of Trustees of the Holtville Unified School District met in a Special Session on July 7, 2022, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:31 p.m. by the Presiding Chairman.

**MEMBERS PRESENT:** Matt Hester, President; Robin Cartee, Clerk; Kevin Grizzle, Member; Jared Garewal, Member; Ben Abatti Jr.; Celso Ruiz, Superintendent.

**MEMBERS ABSENT:** John Paul Wells, Assistant Superintendent.

**MODIFICATION OF THE AGENDA:** None

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

**CLOSED SESSION**

- A) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release
- B) Superintendent’s Evaluation – Government Code section 54957

**REPORT OF CLOSED SESSION In:** 5:32 p.m. **Out:** 6:52 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

**FUTURE BOARD MEETING DATE**  
Monday, July 18, 2022 Special Board Meeting

**ADJOURNMENT**  
The meeting adjourned at 6:52 p.m.

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**Robin Cartee, Clerk  
Holtville Unified School District  
Board of Trustees**

**Holtville Unified School District  
Special Board Meeting  
Minutes – August 4, 2022**

**{Page 1 of 2}**

The Board of Trustees of the Holtville Unified School District met in a Special Session on August 4, 2022, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:07 p.m. by the Presiding Chairman.

**MEMBERS PRESENT:** Matt Hester, President; Kevin Grizzle, Member; Jared Garewal, Member; Ben Abatti Jr.; Celso Ruiz, Superintendent.

**MEMBERS ABSENT:** Robin Cartee, Clerk; John Paul Wells, Assistant Superintendent

**MODIFICATION OF THE AGENDA:** None

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

**CLOSED SESSION**

- A) Closed Session in accordance with Government Code Section 54957: Public Employee Discipline/Dismissal/Release
- B) Superintendent's Evaluation - Government Code Section 54957

**REPORT OF CLOSED SESSION In:** 5:10 p.m. **Out:** 6:04 p.m.  
Nothing to report

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

Nothing

**CONSENT AGENDA**

**PERSONNEL SERVICES** – Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve the following consent agenda items as follows: PERSONNEL SERVICES - Certificated Employment of Arturo Bojorquez, Math Teacher (HHS); Hector Estrada, Science Teacher (HMS & HHS); Carlos Moreno, PE Teacher (Finley & HMS); Claudia Espinoza, Teacher (Finley). Certificated Management Employment of Mario Garcia, Principal (HMS). GENERAL BUSINESS – Classified job description for Computer Lab/Technology Support. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

**ACTION/DISCUSSION ITEMS**

Discussion only – The principals from each site presented a Powerpoint on the safety and security measures that will be implemented for the 2022-23 schoolyear. Mr. Arevalo began with the safety training that will take place at the beginning of the school year by Sgt. Patterson during the professional development week. A school resource officer will also be hired soon, as well as the addition of a school proctor for each site. The Catapult Emergency Communication

**ACTION/DISCUSSION ITEMS continued**

system will be utilized district wide. District wide attendance and discipline implementation will take place. There will be district wide facilities additions and improvements with the addition of a portable trailer at Pine, HMS, and HHS. A community center, administrative office, and restrooms will be added at Finley School. Additional fencing will also be added at Finley, Pine, HMS and HHS. Finley School will be working on the unloading and loading zones for drop off and pick up. HMS will add college and career readiness college visits and career fair. Pine will add a TK class this year as well as implement AVID strategies and goals in grades 4-6. HHS plan to increase A-G completion rates and expand credit by exam to Law Enforcement and continue to expand upon dual enrolment offerings. Sam Webb will share a counselor with HHS to track and make sure students meet their A-G requirements. Freedom Academy will also share a counselor with HHS and Sam Webb to work with students on their A-G requirements as well as their education and career plans.

**FUTURE BOARD MEETING DATE**

Tuesday, August 9, 2022 Special Board Meeting  
Monday, August 15, 2022 Regular Board Meeting

**ADJOURNMENT**

The meeting adjourned at 6:55 p.m.

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**Robin Cartee, Clerk  
Holtville Unified School District  
Board of Trustees**

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***WARRANTS***

Register 000198 - 06/30/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000198, Dated 06/30/2022

22183490	154.62	Printed	010		A T & T (000008/1)
22183491	8,615.99	Printed	010		APPLE COMPUTER INC (000037/1)
22183492	91.77	Printed	010		AUTO ZONE (000049/1)
22183493	1,326.66	Printed	010		AVILA, DAVID (000510/1)
22183494	55.99	Printed	010		Capital One Trade Credit (000911/2)
22183495	336.55	Printed	010		COUNTY MOTOR PARTS (000111/3)
22183496	3,010.95	Printed	010		CREATING BRAND LEGACY (000616/1)
22183497	93.79	Printed	010		CROAK, CHRISTINA (000521/2)
22183498	427.59	Printed	130		DOMINOS PIZZA (000142/1)
22183499	2,632.37	Printed	010		FHE-IMPERIAL VALLEY COLLEGE BOOKSTORE#654 MA#6549935748 (000665/3)
22183500	59.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
22183501	252.54	Printed	010		GAS COMPANY (000172/1)
22183502	48.15	Printed	010		GEORGES PIZZA (000177/1)
22183503	130.57	Printed	010		GERARDO,LARA (000662/1)
22183504	148.05	Printed	010		GOMEZ, BETSY (000927/1)
22183505	166.73	Printed	010		HERAZ, ANN (000689/1)
22183506	631.60	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
22183507	300.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
22183508	5,583.00	Printed	250		Jack Schreder & Associates (000824/1)
22183509	35,000.00	Printed	215		JESSE D HARTLINE (000244/1)
22183510	775.94	Printed	010		JOHN DEERE FINANCIAL (000324/1)
22183511	134.55	Printed	010		LOPEZ,MARIA C. (000539/1)
22183512	158.18	Printed	010		MIGUEL MATA (000496/1)
22183513	137.38	Printed	010		Music & Arts (000489/2)
22183514	155.00	Printed	010		PADILLA JORGE F (000297/1)
22183515	185.56	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/2)
22183516	63.30	Printed	010		QUILL CORP (000318/1)
22183517	280.71	Printed	010		QUILL CORP (000318/1)
22183518	66.19	Printed	010		QUILL CORP (000318/1)
22183519	25.31	Printed	010		QUILL CORP (000318/1)
22183520	26.39	Printed	010		QUILL CORP (000318/1)
22183521	56.01	Printed	010		QUILL CORP (000318/1)
22183522	26.91	Printed	010		QUILL CORP (000318/1)
22183523	29.26	Printed	010		QUILL CORP (000318/1)
22183524	62.48	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 06/30/2022, 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 000198 - 06/30/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000198, Dated 06/30/2022 (continued)					
22183525	571.04	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
22183526	1,153.87	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
22183527	2,827.42	Printed	010		SUNBELT RENTALS (000379/1)
22183528	508.55	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
22183529	458.57	Printed	010		TERRILL, TIFFANY (000588/1)
22183530	161.58	Printed	010		UPS (000409/1)
22183531	3,701.34	Printed	010		Verizon Wireless Services LLC (000422/1)
70,631.46		Number of Items		42	Totals for Register 000198

**Org Summary**

**Holtville Unified School District**

Check:#	22183490	through	22183531	Total Count	42	\$70,631.46
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Register 000199 - 07/07/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000199, Dated 07/07/2022

23184364	13,193.60	Printed	010		AREVALO, ANTHONY (000508/1)
23184365	3,000.00	Printed	010		BANK OF NEW YORK MELLON TRUST ISSUER & LOAN SERVICES (000056/3)
23184366	42.29	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23184367	7,500.00	Printed	010		COLBI TECHNOLOGIES, INC (000949/1)
23184368	453.87	Printed	010		COSTCO (000110/1)
23184369	70.72	Printed	130		DEL SOL MARKET (000125/1)
23184370	4,540.00	Printed	010		DOCUMENT TRACKING SERVICES (000141/1)
23184371	496.72	Printed	130		DOMINOS PIZZA (000142/1)
23184372	391.55	Printed	010		ELMS EQUIPMENT RENTAL (000150/1)
23184373	106,723.00	Printed	210		ESR Construction (000864/1)
23184374	177,182.90	Printed	560		FIRST FDN PUBLIC FIANCE (001002/1)
23184375	118.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
23184376	114.92	Printed	010		GEORGES PIZZA (000177/1)
23184377	4,304.25	Printed	010		HARRISON, PATRICA (000523/1)
23184378	601.90	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
23184379	385.00	Printed	010		HOLTVILLE CHAMBER OF COMMERCE (000197/1)
23184380	16.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
23184381	3,609.80	Printed	010		JS FLOOR COVERING (000250/1)
23184382	3,325.00	Printed	010		PRACTI CAL INC (000312/1)
23184383	8,419.48	Printed	010		REMIND 101 INC (000482/2)
23184384	7,500.00	Printed	010		SDI INNOVATIONS, INC (000874/1)
23184385	880.97	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
23184386	2,138.77	Printed	010		Sullivan Supply, Inc (000961/1)
23184387	1,677.25	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
23184388	4,222.80	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
23184389	29,894.00	Printed	010		Wells Fargo Bank, N. A. (000113/3)

380,802.79

Number of Items

26 Totals for Register 000199

Org Summary				
Holtville Unified School District				
Check #	23184364	through	23184389	Total Count
				26
				\$380,802.79

Register 000200 - 07/14/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000200, Dated 07/14/2022					
23185101	9,095.24	Printed	010		ALL AMERICAN SPORTS CUP (000739/3)
23185102	449.88	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
23185103	173,423.46	Printed	560		BANK OF NEW YORK MELLON TRUST ISSUER & LOAN SERVICES (000056/3)
23185104	4,070.15	Printed	010		C R and R INCORPORATED (000070/1)
23185105	1,170.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
23185106	18.73	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23185107	6,258.26	Printed	010		CITY OF HOLTVILLE (000102/1)
23185108	845.09	Printed	010		D LUPITAS RESTAURANT (000119/1)
23185109	60.00	Printed	010		David West (000758/1)
23185110	1,020.00	Printed	010		DAVID WEST INSURANCE (000121/1)
23185111	5,062.55	Printed	010		DELL MARKETING LP (000126/1)
23185112	98.00	Printed	010		Department of Justice Accounting Office (000130/1)
23185113	3,178.00	Printed	010		DMV (001046/1)
23185114	519.61	Printed	130		DOMINOS PIZZA (000142/1)
23185115	30.00	Printed	010		DURAN, SANDRA (000517/1)
23185116	4,442.29	Printed	010		ENTERPRISE FM TRUST (000767/1)
23185117	567.20	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
23185118	121.78	Printed	010		GEORGES PIZZA (000177/1)
23185119	418.10	Printed	010		HARRISON, PATRICA (000523/1)
23185120	1,650.59	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
23185121	419.32	Printed	010		IHIDYOY-CLAVÉRIE, YVETTE (000512/1)
23185122	9,206.96	Printed	010		IMPERIAL DIESEL REPAIR LLC (001014/1)
23185123	3,601.76	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
23185124	56.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
23185125	66.08	Printed	010		JOHN DEERE FINANCIAL (000324/1)
23185126	53.39	Printed	010		JONES BROS GLASS (000248/1)
23185127	745.30	Printed	010		KC MANUFACTURING INC (000252/1)
23185128	164.00	Printed	010		LYERLY, ANNABEL (000557/1)
23185129	3,200.00	Printed	010		MCF CONSULTING (000619/1)
23185130	2,250.00	Printed	010		MEDIC FIRST (000700/2)
23185131	3,500.00	Printed	010		MOMENTIVE INC. (001041/1)
23185132	122.57	Printed	010		MORENO, JOSÉ M. (000875/1)
23185133	438.00	Printed	010		NATIONAL FFA ORGANIZATION (000285/2)
23185134	184.51	Printed	010		Page, Marco (001029/1)
23185135	2,603.24	Printed	010		PEOPLES EDUCATION (000302/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 07/14/2022, 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 000200 - 07/14/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000200, Dated 07/14/2022 (continued)					
23185136	164.00	Printed	010		PHILLIPS,BRIAN (000562/1)
23185137	397.65	Printed	010		QUARCELINO, LEE (000558/2)
23185138	21.00	Printed	010		QUILL CORP (000318/1)
23185139	101.96	Printed	010		QUILL CORP (000318/1)
23185140	366.24	Printed	010		QUILL CORP (000318/1)
23185141	579.26	Printed	010		QUILL CORP (000318/1)
23185142	48.48	Printed	010		QUILL CORP (000318/1)
23185143	191.70	Printed	010		QUILL CORP (000318/1)
23185144	696.02	Printed	010		QUILL CORP (000318/1)
23185145	14.00	Printed	010		QUILL CORP (000318/1)
23185146	26.36	Printed	010		R S D (000320/1)
23185147	2,488.71	Printed	010		ROTO ROOTER SEWER (000332/1)
23185148	410.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
23185149	8,496.18	Printed	010		SISC II Life Ins (000474/1)
23185150	161,305.10	Printed	010		SISC III- INS (000361/1)
23185151	3.69	Printed	130		SMART and FINAL- Credit Dept. (000362/2)
23185152	1,270.00	Printed	010		SOUTHERN REGION FFA (000368/4)
23185153	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
23185154	287.40	Printed	010		VALENZUELA, MARISELA (000585/1)
23185155	304.10	Printed	010		Verizon Wireless Services LLC (000422/1)
23185156	4,622.04	Printed	010		VISION SERVICE PLAN (000424/1)
23185157	755.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
23185158	825.00	Printed	010		WESTERN ENVIRONMENTAL and SAFE (000433/1)
23185159	3,690.00	Printed	010		WILKINSON HADLEY KING and CO L (000436/1)
23185160	770.00	Printed	010		ZAMORAS BACKFLOW (000444/1)

427,263.95

Number of Items

60 Totals for Register 000200

Org Summary

Holtville Unified School District

Check #	23185101 through	23185160	Total Count	60	\$427,263.95
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Register 000202 - 08/04/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000202, Dated 08/04/2022

23187370	261.77	Printed	010		A T & T (000008/1)
23187371	2,881.62	Printed	010		ARTIANO SHINOFF ABED BLUMENFEL (000041/2)
23187372	95.02	Printed	010		AUTO ZONE (000049/1)
23187373	550.00	Printed	010		AZTEC FIRE & SAFETY, INC (000810/1)
23187374	1,639.08	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
23187375	1,529.58	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
23187376	1,069.26	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23187377	391.53	Printed	130		CDÉ CASHIERS OFFICE (000095/1)
23187378	2,329.00	Printed	010		COMMITTEE FOR CHILDREN (000931/1)
23187379	46.52	Printed	010		COUNTY MOTOR PARTS (000111/3)
23187380	1,628.08	Printed	010		COX.LINDSAY (000522/1)
23187381	761.70	Printed	010		Cronkright, Carson (000916/3)
23187382	81.04	Printed	010		D LUPITAS RESTAURANT (000119/1)
23187383	62.47	Printed	010		DAVID and SONS TRUCK REPAIR IN (000120/1)
23187384	60.00	Printed	010		David West (000758/1)
23187385	1,032.00	Printed	010		DAVID WEST INSURANCE (000121/1)
23187386	286.40	Printed	010		DELL MARKETING LP (000126/1)
23187387	53.72	Printed	110		ESTRADA,VERONICA (000529/1)
23187388	78.01	Printed	010		FEDERAL EXPRESS CORP (000155/1)
23187389	547.25	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
23187390	477.33	Printed	010		GAS COMPANY (000172/1)
23187391	187.01	Printed	010		HARBOR FREIGHT (000190/1)
23187392	1,627.50	Printed	210		HOLTVILLE TRIBUNE (000200/2)
23187393	585.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
23187394	996.07	Printed	010		IMPERIAL DIESEL REPAIR LLC (001014/1)
23187395	51,638.52	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
23187396	1,447.35	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
23187397	2,078.00	Printed	210		LANDMARK CONSULTANTS, INC (000717/1)
23187398	534.00	Printed	010		LYERLY,ANNABEL (000557/1)
23187399	3,340.00	Printed	010		MEDIC FIRST (000700/2)
23187400	189.21	Printed	010		MIGUEL MATA (000496/1)
23187401	553.49	Printed	010		PITNEY BOWES BANK INC PURCHASE POWER (000308/2)
23187402	10,746.00	Printed	010		Pixabytes Solutions, Inc (000884/1)
23187403	19.27	Printed	010		QUILL CORP (000318/1)
23187404	359.87	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/04/2022, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000202 - 08/04/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000202, Dated 08/04/2022 (continued)					
23187405	420.44	Printed	010		R S D (000320/1)
23187406	91.24	Printed	010		ROMANS WATER (000331/1)
23187407	312.50	Printed	010		Rural Community Assist Corp (000867/1)
23187408	1,306.20	Printed	010		SC Fuels Cardlock Fuels Systems (000854/1)
23187409	414.04	Printed	010		SCHOOL PATHWAYS LLC (000348/1)
23187410	2,489.34	Printed	010		SDI INNOVATIONS, INC (000874/1)
23187411	1,780.00	Printed	010		SIGN FACTORY PRINTING & OFFICE (000601/1)
23187412	8,496.18	Printed	010		SISC II Life Ins (000474/1)
23187413	1,002.79	Printed	010		Sutter, Jennifer (000754/2)
23187414	3,300.00	Printed	010		U S POSTMASTER (000621/1)
23187415	4,017.48	Printed	010		VARSITY BRANDS HOLDING CO ATTN: ACCOUNTS RECEIVABLE (000420/2)
23187416	2,127.47	Printed	010		Verizon Wireless Services LLC (000422/1)
23187417	4,622.04	Printed	010		VISION SERVICE PLAN (000424/1)
23187418	10,808.52	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
23187419	365.70	Printed	010		WATER TREATMENT SERVICES (000483/1)
23187420	5,550.00	Printed	010		WESTERN FLOORING (000434/1)
23187421	2,500.00	Printed	010		Zeam Inc. (000908/1)

139,766.61

Number of Items

52 Totals for Register 000202

Org Summary

Holtville Unified School District

Check #	23187370 through	23187421	Total Count	52	\$139,766.61
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Register 000203 - 08/11/2022

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000203, Dated 08/11/2022

23187938	2,441.77	Printed	010		A T & T (000008/1)
23187939	2,324.46	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
23187940	301.54	Printed	010		AUTO ZONE (000049/1)
23187941	1,134.74	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
23187942	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
23187943	550.00	Printed	010		CAASFEP (001052/1)
23187944	740.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
23187945	68.04	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
23187946	2,435.80	Printed	110		CARDMEMBER SERVICES (000322/2)
23187947	89.82	Printed	130		CDE CASHIERS OFFICE (000095/1)
23187948	93.78	Printed	010		COUNTY MOTOR PARTS (000111/3)
23187949	158.20	Printed	010		D LUPITAS RESTAURANT (000119/1)
23187950	4,442.29	Printed	010		ENTERPRISE FM TRUST (000767/1)
23187951	1,621.39	Printed	010		FLINN SCIENTIFIC, INC (000690/2)
23187952	19,505.79	Printed	010		Holtville Unified School Dist. (000461/1)
23187953	2,352.44	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
23187954	100.00	Printed	010		Imperial County Sheriff (000938/1)
23187955	85.36	Printed	010		IMPERIAL DIESEL REPAIR LLC (001014/1)
23187956	168.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
23187957	7,020.99	Printed	010		IQAir Foundation (001049/1)
23187958	1,126.79	Printed	010		JOHN DEERE FINANCIAL (000324/1)
23187959	7,294.50	Printed	010		JS FLOOR COVERING (000250/1)
23187960	1,383.25	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
23187961	155.10	Printed	110		LD PRODUCTS, INC (000606/1)
23187962	1,710.00	Printed	010		LORI'S SANITATION, LLC (000710/1)
23187963	100.00	Printed	010		LYERLY,ANNABEL (000557/1)
23187964	898.45	Printed	010		MARTINEZ, ANTHONY (000687/1)
23187965	6,952.00	Printed	010		Precision Welding Fabrication (000805/1)
23187966	5,779.65	Printed	010		QUILL CORP (000318/1)
23187967	43.09	Printed	010		QUILL CORP (000318/1)
23187968	94.77	Printed	010		QUILL CORP (000318/1)
23187969	540.24	Printed	010		QUILL CORP (000318/1)
23187970	66.79	Printed	010		QUILL CORP (000318/1)
23187971	26.48	Printed	010		QUILL CORP (000318/1)
23187972	6.35	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 08/11/2022, 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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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000203, Dated 08/11/2022 (continued)

23187973	25.31	Printed	010		QUILL CORP (000318/1)
23187974	60.33	Printed	010		QUILL CORP (000318/1)
23187975	30.03	Printed	010		QUILL CORP (000318/1)
23187976	1,356.58	Printed	010		QUILL CORP (000318/1)
23187977	24.95	Printed	010		QUILL CORP (000318/1)
23187978	201.84	Printed	010		QUILL CORP (000318/1)
23187979	73.02	Printed	010		QUILL CORP (000318/1)
23187980	76.67	Printed	010		QUILL CORP (000318/1)
23187981	314.61	Printed	010		QUILL CORP (000318/1)
23187982	19.38	Printed	010		QUILL CORP (000318/1)
23187983	68.90	Printed	010		QUILL CORP (000318/1)
23187984	115.28	Printed	010		QUILL CORP (000318/1)
23187985	1,619.65	Printed	010		QUILL CORP (000318/1)
23187986	1,329.44	Printed	010		QUILL CORP (000318/1)
23187987	2,094.16	Printed	010		QUILL CORP (000318/1)
23187988	4,658.42	Printed	010		QUILL CORP (000318/1)
23187989	1,793.44	Printed	010		QUILL CORP (000318/1)
23187990	653.00	Printed	010		QUILL CORP (000318/1)
23187991	19.17	Printed	010		QUILL CORP (000318/1)
23187992	869.39	Printed	010		R S D (000320/1)
23187993	2,455.98	Printed	010		SAVVAS Learning Company LLC (000896/2)
23187994	809.73	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
23187995	360.00	Printed	010		SOUTHERN REGION FFA (000368/4)
23187996	125.65	Printed	010		Sprint Communication Company (000816/2)
23187997	325.00	Printed	010		SWEETWATER HIGH SCHOOL (000382/2)
23187998	391.53	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
23187999	281.26	Printed	010		TK ELEVATOR CORP (000706/2)
23188000	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
23188001	1,145.04	Printed	010		VARSITY SPIRIT FASHIONS (000420/3)
23188002	3,650.00	Printed	010		Velazquez, Gerardo (000795/1)
23188003	1,038.20	Printed	010		WATER TREATMENT SERVICES (000483/1)

101,859.66

Number of Items

66 Totals for Register 000203

Org Summary

Holtville Unified School District

Check #	23187938 through	23188003 Total Count	66	\$101,859.66
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**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***PERSONNEL***

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED RESIGNATION  
**DATE:** AUGUST 15, 2022

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The Board is requested to accept the following Classified Resignation:

- |                      |                               |          |
|----------------------|-------------------------------|----------|
| 1. Esperanza Salazar | Paraprofessional              | Finley   |
| 2. Jose Moreno       | Technology Support Technician | District |
| 3. Gabriela Arroyo   | Yard Aide                     | Finley   |
| 4. Blaise Cazares    | Paraprofessional              | Finley   |
| 5. Victoria Arvizu   | Paraprofessional              | Finley   |
| 6. Juan Barak        | Paraprofessional              | HHS      |
| 7. Melissa Palacios  | Paraprofessional              | HMS      |
| 8. Marilin Ceceno    | Paraprofessional              | HMS      |
| 9. Arin Lawson       | Library Clerk                 | HMS      |
| 10. Asiul Quevedo    | Paraprofessional              | Pine     |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED MATERNITY LEAVE  
**DATE:** AUGUST 15, 2022

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

- |                 |                        |        |
|-----------------|------------------------|--------|
| 1) Diana Bernal | Paraprofessional (HMS) | 9/2/22 |
|-----------------|------------------------|--------|

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CLASSIFIED EMPLOYMENT FOR 2022/23  
**DATE:** AUGUST 15, 2022

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The Board is requested to approve the following Classified Employment:

- |    |                  |                                  |               |
|----|------------------|----------------------------------|---------------|
| 1. | Celeste Taylor   | Attendance Clerk                 | HMS           |
| 2. | Veronica Estrada | Library Clerk                    | Finley to HMS |
| 3. | Nadia Pizano     | Migrant Secretary (6 to 8 hours) | District      |
| 4. | Claudia Luna     | Cafeteria Manager                | District      |
| 5. | Sonia Macias     | Cook                             | District      |
| 6. | Jessica Romero   | Cafeteria Worker                 | District      |
| 7. | Melina Medina    | Cafeteria Worker                 | District      |

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CERTIFICATED EMPLOYMENT  
**DATE:** JUNE 23, 2022

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The Board is requested to approve the following Certificated Employment for the 2022/23 SY:

1. James Anderholt          Teacher (50% contract)          HHS



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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** EXTRA DUTY ASSIGNMENTS  
**DATE:** AUGUST 15, 2022

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The Board is requested to accept the following Extra Duty Assignments for the 2022-23 SY:

- |                     |                      |     |
|---------------------|----------------------|-----|
| 1. Carl Johnston    | Co Athletic Director | HHS |
| 2. Ethan Ming       | Athletic Trainer     | HHS |
| 3. Yvonne Castro    | Band/Chorus Director | HHS |
| 4. Michelle Johnson | ASB Director         | HHS |
| 5. Alfredo Guzman   | Yearbook Advisor     | HHS |

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***GENERAL BUSINESS***

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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** OUT OF STATE AND/OR OVERNIGHT TRIPS  
**DATE:** AUGUST 15, 2022

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

1) HHS FFA	Indianapolis	10/24/22 – 10/29/22
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**MEMORANDUM**

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**TO:** BOARD OF TRUSTEES  
**FROM:** CELSO RUIZ, SUPERINTENDENT  
**SUBJECT:** CELL PHONE STIPEND  
**DATE:** AUGUST 15, 2022

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The Board is requested to approve the following Cell Phone Stipend:

- 1) Celso Ruiz
- 2) John Paul Wells
- 3) Ann Heraz
- 4) Adrienne Lawson
- 5) Anthony Martinez
- 6) Miguel Mata
- 7) Martha Salazar
- 8) Lucy Chabolla
- 9) Marco Page
- 10) Pat Harrison
- 11) Mario Garcia
- 12) Anthony Arevalo
- 13) Mitch Drye
- 14) Eric Velazquez
- 15) Carl Johnston



# IMPERIAL COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

Date: June 15, 2022  
To: Superintendents  
From: Deborah E. Montoya, Ed.D, SELPA Senior Director

**Deborah E. Montoya, Ed.D.**  
Senior Director  
(760) 312-6417  
dmontoya@icoe.org

Please list the name(s) of the district personnel who will be representing your district on the SELPA Executive Board and the SELPA Operations Committee for the **2022-2023** school year.

Please remember that the "Alternate" **IS** the "Superintendent" when representing the district on the SELPA Executive Board in the absence of the superintendent.

Please complete this form and send to the SELPA office. You may fax to 760-312-6522 or e-mail to [testrada@icoe.org](mailto:testrada@icoe.org) by July 15, 2022

### A Consortium of School Districts

- Brawley Elementary
- Brawley Union High
- Callexico Unified
- Calipatria Unified
- Central Union High
- El Centro Elementary
- Heber Elementary
- Holtville Unified
- ICOE
- Imperial Unified
- Magnolia Union
- McCabe Union
- Meadows Union
- Mulberry Union
- San Pasqual Unified
- Seeley Union
- Westmorland Union

### SELPA EXECUTIVE BOARD

Celso Ruiz     celso@husd.net

Superintendent name and e-mail

Lillian Aguirre     laguirre@husd.net

\*Alternate name and e-mail

\*Reminder: if you do not have this form completed with an official voting alternate listed, the representative sent will not be able to vote. If an unofficial alternate is sent and the Superintendent wants this alternate to vote, a memo from the Superintendent should be given to the Board Secretary prior to the meeting.

### SELPA OPERATIONS COMMITTEE

Lillian Aguirre     laguirre@husd.net

Person assigned and e-mail

Celso Ruiz

Superintendent's Signature

8/1/22

Date





Date: May 24, 2022  
To: California Adult Education Program (CAEP) Imperial County Adult Education Consortium Members  
From: Renato Montaña, Deputy Superintendent ICOE

Please list the name(s) of the district personnel who will be representing your district on the Imperial County Adult Education Consortium of the California Adult Education Program (CAEP) for the 2022-2023 school year.

Please remember the "alternate" is the "board member" when representing the district on the CAEP Governance Board in the absence of the designated board member.

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

Adult Education Block Grant Governance Board

Celso Ruiz celso@husd.net

Board Member Name and Email

Fernanda Ledezma fledezma@husd.net

Alternate Name and Email

### 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 2022-2023 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 2022-2023 funding year.
- b. Contribute a cash match of \$13,813 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 \$27,626.
- 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 2022-2023 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) 2022-23 and the fourth quarter invoice will be sent within ICOE's FY 2023-24 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, 2022 and shall remain in full force and effect until December 31, 2023.
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 6<sup>th</sup> 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: 2022-2023 Performance Measurement Worksheet

Exhibit 2: AmeriCorps Prohibited Activities brochure

*[Remainder of page intentionally left blank]*

## 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. We, Artiano Shinoff (“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 as the District shall from time to time require. 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) Associate attorneys' time at \$195.00 per hour; and
- (c) Senior Counsel/Partner's time at \$225.00 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, 2022 through June 30, 2023 and continuing unless terminated by either party.

HOLTVILLE UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Celso Ruiz, Superintendent

ARTIANO SHINOFF

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Arthur M. Palkowitz, Esq.

# Community Advisory Committee

Must be School Board Approved

	Name	Mailing Address	Phone Number	School Site
<b>Special Education Parent</b>	Christina Wilkinson	2104 Norrish Rd Holtville, CA 92250	(760) 554-5661	Finley School
<b>Special Education Parent</b>	Jamie Strahm	1738 Sundance Lane Holtville, CA 92250	(760) 356-4684	Pine School
<b>Regular Education Parent</b>	Irma Castro	1721 E. Underwood Rd Holtville, CA 92250	(760) 909-8700	Pine School
<b>Special Education Teacher</b>	Christina Croak	2400 Sandalwood Dr. El Centro, CA 92243	(760) 562-3862	Finley School
<b>Regular Education Teacher</b>	Anthony Depaoli	704 Fig Ave. Holtville, CA 92250	(760) 996-6577	Finley School
<b>Other District Personnel</b>	Nayeli Garcia	606 Maple Ave. Holtville, CA 92250	(760) 595-1064	Finley School

**School District:** Holtville Unified School District

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

I certify that the foregoing statement is true and correct.

\_\_\_\_\_  
Signature School Board Chair

\_\_\_\_\_  
Date of Board Meeting

\_\_\_\_\_  
District Superintendent's Signature

Date: \_\_\_\_\_



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

District: Holtville Unified School District

Person completing this form: Ann Heraz Title: Administrative Assistant

Quarterly Report Submission Date: *(check one)*

<input type="checkbox"/> October 2021	Quarter Ending Sept. 30, 2021
<input type="checkbox"/> January 2022	Quarter Ending Dec. 31, 2021
<input type="checkbox"/> April 2022	Quarter Ending Mar. 31, 2022
<input checked="" type="checkbox"/> July 2022	Quarter Ending June 30, 2022

Date for information to be reported publicly at governing board meeting: August 15, 2022  
 Please check the box that applies:

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

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

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

**Celso Ruiz**

Print Name of District Superintendent

**8/15/2022**

Signature of District Superintendent

Date

## Memorandum of Understanding

### **Between the Imperial County Consortium Teacher Induction Program and The Holtville Unified School District Regarding The Provision of Teacher Induction Services for the 2022-23 School Year**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Holtville Unified School District (District) for the ICOE to provide California Commission on Teacher Credentialing Accredited CA Teacher Induction services during the 2022-23 school year. The ICOE's Curriculum and Instructional Services Department will be the point of contact for ICOE obligations under this MOU.

#### The terms of this Agreement are as follows:

##### **ICOE's Obligations:**

- A. Provide for the selection and services of a Teacher Induction Director.
- B. Provide for the selection and services of a Teacher Induction clerical assistant.
- C. Coordinate with the Human Resources directors of the consortium districts and the Teacher Induction Advisory Team (Curriculum and Instructional Leaders Network).
- D. Assist districts, as needed, with identification and placement of all qualified Candidates into the program including identifying Candidates eligible to apply for the Early Completion Option.
- E. Aid with the Mentor matching process, including monitoring application and selection processes, eligibility, collecting and storing required documentation, etc., as needed and requested by the districts.
- F. Aid in recruiting and training qualified Mentors and a District Lead, and developing professional agreements under which Mentors and District Leads deliver Teacher Induction services as needed and requested by the districts.
- G. Provide formative assessment training and other Skill Builder training for Mentors (recorded, virtually, or in person as appropriate).
- H. Provide all required training materials for all Mentors and Candidates in the Teacher Induction program as well as materials utilized in the professional development of Candidates and Mentors (virtually or in person as appropriate).
- I. Provide professional development to Candidates to meet the demands of the Induction program standards, including training District Leads to prepare and deliver training to Candidates and Mentors during their monthly meetings (virtually or in person as appropriate).
- J. Provide Site Administrator training as needed or requested (virtually or in person as appropriate).
- K. Provide districts with information regarding Candidate and Mentor attendance at meetings, program component completion, and other accountability data as needed or requested.
- L. Coordinate required program evaluation for accreditation and program improvement purposes.

- M. Maintain a 5 year database of participants for informational tracking purposes, coordination of services, program evaluations, and to provide necessary documentation to candidates when needed.
- N. Prepare and submit all required program budgets, reports, and fees to ICOE and the Commission on Teacher Credentialing as required.
- O. Maintain communication with the District and the District Lead as to the expectations of the support.

**District's Obligations:**

**A. Compensation:**

The District shall compensate ICOE in the amount of **\$5,000 dollars** per Candidate enrolled in the Imperial County Consortium Teacher Induction Program as of November 1 of the current school year. New hires after this date should receive just in time support from district personnel/staff and wait until the following school year to enroll with ICOE (actual enrollment deadline may be prior to November 1.) **Late hires may request an appointment to meet with the program director regarding other program options. There will be no reduction in cost if a Candidate separates from the district, is pulled from the program for any reason, or fails to complete the program after the November 1 date.** ICOE will invoice districts on or around December 15 of the current school year.

- a. A credit will be provided to districts with District Lead costs based on this scale: \$3,000 for 1-10 Candidates and an additional \$160 for each Candidate above 10. For example, if your district has 14 Candidates, the stipend is \$3640.
  - b. A credit will be provided to districts holding District Lead monthly meetings for snacks and materials on this scale: \$250 for 1-10 Candidates and an additional \$10 for each Candidate above 10. For example, if your district has 14 Candidates, the DL meeting credit is \$290.
  - c. Within 30 days of receiving the ICOE's invoice, the District shall pay the invoiced amount to ICOE.
- B. Identify and enroll all district teachers eligible for induction as soon as they are eligible if within the enrollment window. Eligible teachers hold a valid California preliminary credential and are working in an assignment the preliminary credential authorizes. Additionally, the CTC has granted flexibility to enroll candidates in the final phase of their Preliminary Prep program into induction for the 2021-22 school year if their completion was stalled due to COVID-19. If there are questions about eligibility, please contact the Program Director for assistance.**
- C. Implement a Teacher Induction Mentor application and selection process. Mentors must hold a CA clear credential and have a minimum of three years of teaching experience.**
- D. In coordination with the program director, appropriately match Mentors with Teacher Induction Candidates within the district within 30 days of Teacher Induction enrollment. Every effort should be made to match a Mentor that teaches at the same site, teaches similar content and/or grade level, and holds a matching credential. If this is not possible with district employees, please contact the program director for assistance.**

- E. Pay supplemental payment (stipends) and benefits for Mentors working with enrolled Teacher Induction Candidates within the district for providing not less than one hour per week of individualized mentoring support (face to face virtually or in person).
- F. Provide and monitor release time for required formative assessment and on-going Mentor training, as needed, and for Mentors to attend appropriate professional development with their Candidate (whether virtual or in person).
- G. Provide and monitor release time for Candidates to attend appropriate professional development to meet Teacher Induction requirements.
  - a. **Teacher Induction pays registration fees for ICOE Teacher Induction trainings for Candidates and Mentors, however, if Candidates and/or Mentors do not attend and neglect to cancel a minimum of two weeks prior to the date of the event, Teacher Induction will not pay the registration and the district will be invoiced. This is per ICOE's Curriculum Department professional development cancellation policy.**
  - b. ICOE may take photographs or recordings of participants at events/training including screenshots and recordings of virtual training. These photographs and/or recordings shall be used to document the event/training, promote events in written materials, and be posted on the ICOE website and social media accounts.
- H. Provide release time for Mentor direct observations of Teacher Induction Candidate classrooms as required by the Teacher Induction program and provide release time for Teacher Induction Candidates to observe veterans in classroom practice as needed and required by the Teacher Induction program. This includes virtual classroom observation when appropriate.
- I. Provide facilities for meetings and training sessions for the Teacher Induction program as needed, and/or virtual meeting platform accounts when appropriate.
- J. Allow interested and eligible Candidates to apply for the Early Completion Option.
  - a. Induction is traditionally a two-year program.
  - b. The Early Completion Option is a one year alternative for experienced and exemplary teachers. A minimum of two years prior teaching experience and a satisfactory (meeting standard) or above rating on all elements of a Candidate's last two formal teaching evaluations are required. Also needed is site administrator approval based on current year observation evidence of exemplary practice documented on an Induction program provided form indicating applicable California Standards for the Teaching Profession components.
- K. Provide and monitor site and district administrator Teacher Induction Overview and formative assessment training in coordination with the Teacher Induction Director within the district as needed.
- L. Ensure Individual Learning Plan (ILP) goals are developed collaboratively between site administration, Candidate, and Mentor within 60 days of enrollment in the program.
- M. Design and implement the ILP solely for the professional growth and development of the Candidate and not for evaluation for employment purposes.
- N. Assign a clear credentialed employee to serve as Teacher Induction District Lead. The Teacher Induction District Lead is required to:
  - a. Attend ICOE District Lead scheduled virtual meetings.

- b. Prepare for, advertise and deliver district orientation to district Teacher Induction Candidates, Mentors and administration using a tailored ICOE generated materials.
  - c. Collaborate with site administrators and/or the district Human Resources department regarding Candidate enrollment and Mentor matches, survey data, and other information.
  - d. Prepare for, advertise and deliver approved professional development for district Teacher Induction Candidates and Mentors.
  - e. Prepare for and host approved support meetings with district Teacher Induction Candidates and Mentors.
  - f. Oversee district Teacher Induction Candidate and Mentor progress and communicate progress with site administration and program leadership.
  - g. Notify and monitor the completion of induction program surveys with site leaders, Candidates and Mentors.
  - h. Consult with the Teacher Induction Program Director in matters pertaining to the high-quality implementation of the program.
  - i. Maintain a detailed log of hours, dates, and activities performed.
- O. Maintain communication with the Imperial County Consortium Teacher Induction Director as to progress of support.

**1. Additional Services.**

- a. In the event the District requires services from ICOE in addition to those set forth in this Agreement, ICOE shall be given additional compensation for those additional services. If either party believes that additional services from ICOE are necessary or desirable, that party shall submit a written description of the additional services to the other party, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed by ICOE only after both parties agree in writing to proceed with the additional services.
- b. Additional Services may include, but are not limited to, substitute Mentor services, and additional Mentor services to meet Education Specialist credential authorization match requirements.

**2. 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, 2022 and shall remain in full force and effect until June 30, 2023.

**3. Termination:**

- a. 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.
- b. In the event that ICOE fails to perform on a material term of this Agreement, then the District shall have the right to terminate the Agreement upon thirty days written notice.

**4. 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.

The Parties' representatives shall be:

ICOE:

Robin Bates, Director  
Imperial County Consortium  
Teacher Induction Program

1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6614  
Email: rbates@icoe.org

Holtville Unified School District:

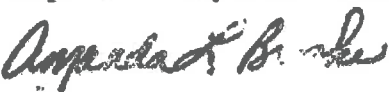
Celso Ruiz, Superintendent  
621 East Sixth Street  
Holtville, CA 92250

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

For Holtville Unified School District

By: 

By: \_\_\_\_\_

Amanda Brooke  
Deputy Superintendent

Celso Ruiz, Superintendent  
Holtville Unified School District

Date: 6/14/2022

Date: \_\_\_\_\_

**HOLTVILLE UNIFIED SCHOOL DISTRICT**  
School Board Meeting Agenda

***ACTION/DISCUSSION***

**RESOLUTION NO. 2022/23-001**

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE HOLTVILLE UNIFIED SCHOOL DISTRICT  
AUTHORIZING THE ISSUANCE AND SALE OF  
GENERAL OBLIGATION BONDS ELECTION OF 2018, SERIES C,  
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO  
EXCEED \$2,000,000 AND APPROVING RELATED  
DOCUMENTS AND ACTIONS**

**WHEREAS**, the Holtville Unified School District (the "District") is a unified school district located within the County of Imperial (the "County"), State of California (the "State"), and is organized and operating pursuant to the Constitution and laws of the State; and

**WHEREAS**, an election was duly and regularly held in the District on November 6, 2018, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure G (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$10,000,000, and more than the requisite 55% of votes cast were in favor of the Bond Measure; and

**WHEREAS**, the abbreviated form of the Bond Measure is:

"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?"; and

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code ("the Bond Law"), general obligation bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to voters in the Bond Measure; and

**WHEREAS**, on June 5, 2019, the District issued its Holtville Unified School District General Obligation Bonds Election of 2018, Series A, under the Bond Measure and the Bond Law, in an aggregate principal amount of \$4,000,000; and

**WHEREAS**, on January 27, 2021, the District issued its Holtville Unified School District General Obligation Bonds Election of 2018, Series B, under the Bond Measure and the Bond Law, in an aggregate principal amount of \$4,000,000; and

**WHEREAS**, the District wishes at this time to initiate proceedings for the issuance of a third and final series of bonds pursuant to the authorization of the Bond Measure and the Bond Law, in the aggregate principal amount of not to exceed \$2,000,000, to be designated "Holtville Unified School District General Obligation Bonds Election of 2018, Series C" (the "Series C Bonds"), as provided in this Resolution for the purpose of



providing financing for projects which are authorized under the Bond Measure and the Bond Law; and

**WHEREAS**, the District intends to sell the Series C Bonds on a negotiated basis directly and on its own behalf in accordance with the Bond Law; and

**WHEREAS**, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix B hereto; and

**WHEREAS**, the adoption of this Resolution will cause the Series C Bonds to come into existence under and within the meaning of Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure (the "Validation Statutes"). As provided in Section 53511 of the Government Code of the State of California, the validity of the Series C Bonds, and the use of original issue premium for the payment of Costs of Issuance, is authorized to be determined pursuant to the Validation Statutes, and any action in respect of the validity of the Series C Bonds must be commenced within 60 days following the adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Holtville Unified School District as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund of the California State Treasurer, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, and investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code).

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, or such other law pursuant to which the Series C Bonds may be issued, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure G, submitted to and approved by more than the requisite 55% of the voters on November 6, 2018, under which the issuance of the Series C Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series C Bonds and pay the purchase price therefor.

“Building Fund” means the fund maintained by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate to be executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series C Bonds.

“County” means the County of Imperial, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Imperial County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the account maintained by the County Treasurer under Section 4.02 of this Resolution.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Holtville Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Clerk of the Board, the Secretary of the Board, the Superintendent of the District, the Chief Business Official of the District, or such officer’s written designee, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series C Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Government Code” means the Government Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Series C Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Series C Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except: (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other entity appointed as paying agent for the Series C Bonds in the manner provided in Article VI of this Resolution, initially The Bank of New York Mellon Trust Company, N.A.

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series C Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such

other securities depositories as the District may designate in a written request of the District delivered to the Paying Agent.

“Series C Bonds” means the not-to-exceed \$2,000,000 aggregate principal amount of Holtville Unified School District General Obligation Bonds Election of 2018, Series C, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Oppenheimer & Co., the original purchaser of the Series C Bonds upon the negotiated sale thereof, pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a written request of the District for that purpose.

#### SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with all other indebtedness of the District, will not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE SERIES C BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series C Bonds in an aggregate principal amount not to exceed \$2,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising funds for the acquisition or improvement of educational facilities in accordance with the Bond Measure, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series C Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds will be issued as current interest bonds and shall be designated the "Holtville Unified School District General Obligation Bonds Election of 2018, Series C."

#### SECTION 2.02. *Terms of Series C Bonds.*

(a) Terms of Series C Bonds. The Series C Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bond for which the denomination is specified. Series C Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series C Bonds will be dated as of the Closing Date.

Interest on the Series C Bonds is payable semi-annually on each Interest Payment Date. Each Series C Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series C Bond is in default at the time of authentication thereof, such Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series C Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement; *provided, however*, the maximum interest rate per annum and the final maturity date shall not extend beyond the legal limits set forth in the Bond Law. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series C Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than 30 years after the Closing Date, a District Representative is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series C Bonds which mature more than 30 years after the Closing Date exceeds the final maturity date of said Series C Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series C Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series C Bonds, the provisions of the Bond Purchase Agreement will be controlling.

#### SECTION 2.03. *Redemption of Series C Bonds.*

(a) Optional Redemption Dates and Prices. The Series C Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series C Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series C Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in this Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all of the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond will be deemed to consist of individual bonds of \$5,000 portions.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series C Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series C Bond Owners.

Such notice shall specify: (a) that the Series C Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series C Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Series C Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Series C Bond to be redeemed, the portion of the principal amount of such Series C Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Bond Resolution. If less than all of the then Outstanding Series C Bonds are to be called for redemption, such notice shall designate the serial numbers of the Series C Bonds to be redeemed by giving the individual number of each Series C Bond or by indicating those Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Series C Bonds of one or more maturities have been called for redemption, and shall require that such Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date.

Upon surrender of Series C Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying

Agent will cancel all Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series C Bonds.* The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, as are set forth in Appendix A attached hereto, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement.

SECTION 2.05. *Execution of Series C Bonds.* The Series C Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series C Bonds.* Subject to Section 2.10, any Series C Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond or Bonds, for like aggregate principal amount. No transfers of Series C Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series C Bonds.* Series C Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the cases of any exchange of



temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify DTC Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having Series C Bonds credited to its DTC account or (b)

arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series C Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

## ARTICLE III

### SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Series C Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series C Bonds to the Underwriter. The Series C Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery by a District Representative of the Bond Purchase Agreement, provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series C Bonds shall bear a rate of interest of not to exceed 6.00% per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 2.00% of the principal amount of the Series C Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series C Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series C Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Series C Bonds with the goal of maximizing investor orders and reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series C Bonds, the Board will present actual cost information of the sale at its next scheduled public meeting.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in substantially the form on

file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, an agreement facilitating the payment of Costs of Issuance and the procurement of bond insurance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series C Bonds.* Net proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series C Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series C Bonds, including any original issue premium received with respect to the Series C Bonds, may be used to pay Costs of Issuance. Such amount may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code, in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such costs.

SECTION 3.03. *Building Fund.* The County Treasurer shall maintain a fund designated as the "Holtville Unified School District, Election of 2018, Series C Building Fund," into which the proceeds from the sale of the Series C Bonds shall be deposited, to the extent required under Section 3.02(b). The County Treasurer shall maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from

the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects for which the Series C Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Debt Service Fund after payment in full of the Series C Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor, in connection with the issuance and sale of the Series C Bonds. The estimated costs of issuance associated with the bond sale are \$165,000, which include bond counsel and disclosure counsel fees, costs of printing the Official Statement, financial advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

## ARTICLE IV

### SECURITY FOR THE SERIES C BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series C Bonds.* The Series C Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Series C Bonds and the interest and redemption premium (if any) thereon. The District hereby formally directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount not less than sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund. Additionally, the County is directed to include in the tax levy the expense of paying the Series C Bonds elsewhere than at the office of the County Treasurer.

The principal of and interest and redemption premium (if any) on Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series C Bonds. In no event are

the principal of and interest and redemption premium (if any) on the Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District hereby pledges all revenues from the property taxes collected from the levy by the County for the payment of the Series C Bonds and the amounts in the Debt Service Fund (the "Pledged Revenues") to the payment of the principal of and interest on the Series C Bonds. It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 et seq., and that a petition filed by the District under 11 U.S.C. §§901 et seq., will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the Series C Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 et seq.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Treasurer to hold and maintain a fund designated as the "Holtville Unified School District Election of 2018, Series C Debt Service Fund", which the County Treasurer shall hold as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest (and redemption premium, if any) on the Series C Bonds when and as the same become due, including the principal of any term Series C Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County Treasurer to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series C Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series C Bonds. DTC will thereupon make payments of principal and interest on the Series C Bonds to DTC Participants, who will thereupon make payments of principal and interest to the beneficial owners of the Series C Bonds. Any moneys remaining in the Debt Service Fund after the Series C Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series C Bond Owners.* The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Series C Bonds are not private activity bonds within the meaning of section 141 of the Tax Code; and ninety-five percent (95%) of the Net Sale Proceeds of the Series C Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Tax Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Series C Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Series C Bonds for purposes of paragraph (3) of section 265(b) of



the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Series C Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2022. If the District determines prior to the sale of the Series C Bonds that obligations which exceed \$10,000,000 aggregate principal amount will be issued in calendar year 2022, the District Representative shall provide in the Bond Purchase Agreement that the Series C Bonds are not bank qualified.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series C Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as the initial Paying Agent for the Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto and, if not the County Treasurer, such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series C Bonds.* The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series C Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the

correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities

which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## ARTICLE VII

### REMEDIES OF SERIES C BOND OWNERS

SECTION 7.01. *Remedies of Series C Bond Owners.* Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## ARTICLE VIII

### AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series C Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series C Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent or the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series C Bonds.

SECTION 9.02. *Defeasance of Series C Bonds.*

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series C Bonds; or
- (iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for

the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent or a third party escrow agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent or Escrow Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent, or an escrow agent selected by the District, money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.
- (iii) Such amounts of money and investments in escrow or trust shall be in an amount which is certified by a certified public accountant to be sufficient to meet the requirements of Government Code Section 53558.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series C Bonds and remaining unclaimed for two years after the principal of all of the Series C Bonds has

become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series C Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series C Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations



shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series C Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Superintendent of the District in trust for the benefit of the Series C Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

The foregoing Resolution was adopted by the Board of Trustees of the Holtville Unified School District of Imperial County, being the Board authorized by law to make the designations therein contained by the following vote, on August 15, 2022.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President

ATTEST:

---

Secretary



# PROPOSAL

Lucy Chabolla  
John Paul Wells Holtville Unified School District  
621 East 6th street  
Holtville, CA 92250

7/21/2022  
**Proposal Number: 36472.3**

**Model Number: HL1230 Cooler 35°F, Freezer -10°F**

**Installation: Free Standing**

**Standard Equipment:**

25 Year Insulation Warranty  
12 Year Structural Warranty  
5 Year Compressor Warranty  
208-230/1/60 Refrigeration System  
Anti-Microbial Interior Finish  
Condensate Line  
Crowned Roof  
Defrost Timer  
Door Closer/Door Sweep Seal  
Exterior Hasp Lock  
Heated Door Jamb  
Heated Relief Port on Freezer  
Heated Door on -10° Freezer  
Interior Lighting  
Lockable Door Latch  
Low Ambient Pressure Controls  
Magnetic Gasket/Heated Door Jamb  
Pre-charged Refrigerant  
Rain Cap Above Exterior Doors  
Seamless Fiberglass Interior/Exterior  
Single Point Electrical Connection

**Included Optional Equipment:**

1 42" Door Upgrade  
1 Vinyl Strip Curtains  
1 Spring Loaded Hinges  
2 Exterior Door Ramp (42") - Aluminum  
1 Aluminum Diamond Tread Kick Plate  
1 Aluminum Diamond Tread Kick Plate  
1 3 Phase Electrical  
1 3 Phase Electrical Upgrade  
1 Modularm 75LC Digital Thermometer - Wired 2  
Compartment - w/ Data Logging  
1 Shelving package per drawing  
7 Exterior Base Skirting Kit (to be installed on site  
by others at purchasers expense)  
1 Keg Duty Flooring - 1,200 pound / sq ft  
1 Hurricane Tie Down Kit (to be installed on site by  
others at purchasers expense)  
4 D rings for lifting the unit

**Color Choices (choose one):**

\_\_\_\_\_ safety white  
\_\_\_\_\_ light grey  
\_\_\_\_\_ beige  
\_\_\_\_\_ dunes tan

**Or choose a palette number from one of the following manufacturers.**

ICI/Glidden # \_\_\_\_\_  
Benjamin Moore # \_\_\_\_\_  
Sherwin Williams # \_\_\_\_\_



**PRICING/DELIVERY**

**Freight To:** Holtville, CA

**Approximate Delivery:** 16 to 18 Weeks  
**Payment Terms:** 50% down, balance due 2 weeks prior to shipping  
Credit terms available upon approval

**Unit Price :** \$ 95,002.79  
**Shelving Cost (Installed) :** \$ 7,799.79  
**\*Estimated Sales Tax (7.75%) :** \$ 7,956.51  
**\*\*Estimated Shipping/Set-In-Place :** \$ 14,232.00  
**Total Price :** \$ 124,991.09

**See Attached Polar King Conditions of Sale**

**This Proposal Valid For 30 Days**

For any quoted items or services by 3rd parties, pricing will need to be confirmed at time of order  
An Authorized Representative Shall Initial Page 1 of this Proposal and Sign Page 2 of this Proposal.

\* Applicable taxes are estimated - see attached Conditions of Sale - Taxes  
**\*\*Shipping Subject to change - see attached Conditions of Sale - Delivery**

initial: \_\_\_\_\_



**Polar King Walk-In Conditions of Sale**

**Proposal Number: 36472.3**

**GENERAL.** Acceptance of this Proposal is expressly conditioned upon Buyer's assent to the Polar King International, Inc. (PKI) Conditions of Sale as set forth below and this Proposal may not be assigned. PKI agrees to furnish the equipment and services only upon these conditions. The Proposal and the following conditions shall constitute the entire agreement between PKI and Buyer, notwithstanding the terms and conditions of any purchase order of the Buyer. Any changes to this Proposal or to the Conditions of Sale shall be reduced to writing and agreed to by PKI and Buyer.

**DELIVERY.** All equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. shipping point. Where the scheduled delivery of equipment is delayed by Buyer or by Force Majeure, PKI may deliver the equipment by moving it to storage for the account of and at the risk of Buyer. Shipping dates are based upon prompt receipt of all necessary information and approvals from Buyer. All delivery dates are approximate. Claims for shortages or other errors in delivery must be made in writing to PKI within ten days of delivery. Buyer will be responsible for providing clear access to delivery site for Polar King to unload and set-the-equipment in place. Buyer shall be responsible for additional permitting costs if shipment is delayed or rescheduled by the Buyer. Set in Place fees are included in this Proposal. Delivery site conditions may require additional charges for which PKI, after consulting with Buyer, may require a Change Order to be executed prior to shipment.

**PAYMENT - TITLE.** Except as set forth in the proposal for this order or otherwise agreed to by PKI in writing, payment terms are net 30 days from date of shipment. If Buyer delays delivery, payment shall become due on the date PKI is prepared to ship. If payments are not made when due, Buyer shall pay a late charge equal to 1 1/2% per month (18% per annum) on all such overdue amounts. Buyer shall pay attorney fees and court costs incurred by PKI in collection of overdue payments. Title to the equipment sold shall remain with PKI until fully paid for in cash.

**FORCE MAJEURE.** PKI shall not be liable for loss, damage, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strikes, floods, tornados, earthquakes, hurricanes, war, terrorism, sabotage, labor difficulties, act or omission of any governmental authority, compliance with import or export regulations, insurrection, riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or from delays in the performance of its suppliers due to any of the foregoing causes. In the event of delay due to any such cause, the time for performance will be extended by a period of time equal to the time lost by reason of such delay and other affected contract provisions shall be equitably adjusted.

**EQUIPMENT WARRANTY.** The foregoing warranties apply only to the original equipment Buyer. PKI warrants the internal foam insulation for walk-in coolers and freezers to be free of defects in both the materials and workmanship for a period of twenty-five (25) years from the date of delivery. This warranty covers only the replacement materials and labor. PKI warrants the structural integrity for walk-in coolers and freezers for a period of twelve (12) years from the date of delivery of the unit. This covers the structure, roof, doors, interior and exterior surfaces and frame to be free of both defects in material and workmanship. This warranty covers only the replacement materials and labor. PKI warrants the refrigeration system and miscellaneous components for walk-in coolers and freezers for the period of one (1) year from the date of delivery of the unit. This covers the motors, compressors, condensers, evaporators, controls, electrical components, valves and piping attached and installed by PKI to be free of both defects in material and workmanship. This warranty covers only replacement materials and labor. PKI warrants the compressor for an extended additional period of four (4) years after the expiration of the (1) year compressor warranty discussed above. This extended additional warranty shall be limited to replacement of the compressor by PKI. The PKI obligation to pay for replacement shall never exceed the wholesale exchanged price for a like compressor that might be purchased locally. This extended additional warranty does not cover or include any cost or expense for refrigerant or labor. This warranty is non-assignable. This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment damage, malfunctions attributed to normal wear and tear, accidents, improper installation, abuse, misuse, flood, fire, war, nuclear contamination, improper and/or unauthorized repairs, negligence, or any casualty unforeseen other than an operating defect or failure within the warranty period. PKI's obligation hereunder shall be limited to the current PKI cost to repair or replace any item. In no event shall PKI be liable for any direct, indirect, or consequential damages for loss due to the defects warranted herein including, but not limited to, the loss of contents stored within the unit, lost profits or revenues. This warranty does not cover any products installed outside of the contiguous United States. All warranty service claims made must be made in accordance with the PKI's "Warranty Work Policy".

**LIMITATIONS OF LIABILITY.** In no event shall PKI or its suppliers be liable, whether arising under performance of this contract, breach of this contract, or otherwise, for loss of anticipated profits, loss by reason of service interruptions, product loss, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. PKI's liability on any claim of any kind, including negligence or strict liability, for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the manufacture, sale, delivery, resale, installation, startup or inspection, repair, operation, or use of any equipment covered by or furnished under this contract shall in no case exceed the purchase price allocable to the equipment, part, or service which gives rise to the claim. In no event, regardless of cause, shall PKI assume responsibility for or be liable for penalties or penalty clauses of any kind or for indemnification of customer or others for costs, damages, or expenses each arising out of or related to the goods or services of this order.

**TAXES.** The Unit Price does not include any federal, state or local property, sales, use, excise, gross receipts, franchise, or other like taxes which may now or hereafter be applicable to the Buyer for this sale. PKI has estimated the sales taxes for this transaction on the Proposal and is required by law to collect these taxes, if applicable, unless the Buyer supplies PKI with an exemption certificate. Buyer agrees to pay or reimburse any such taxes which PKI or its suppliers are required to pay or collect in the event the estimated sales tax is deficient.

**PROPRIETARY INFORMATION - CONFIDENTIALITY.** Any specifications, design, drawings, plans, notes, technical data or other information of PKI submitted to the Buyer remain the exclusive property of PKI and may not, without its consent, be copied or communicated to a third party.

**CANCELLATION.** Any order or contract may be terminated by Buyer only upon written notice and payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract incurred up to the later of the date of the notice or PKI's receipt of the notice of termination and all charges incurred by PKI in respect to the termination, plus 10% of the final net selling price.

**PARTIAL INVALIDITY.** If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or portion thereof, but these Conditions of Sale shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

**CHOICE OF LAW.** The laws of the State of Indiana shall govern this agreement.

**INVENTIONS, PATENTS, TRADEMARKS, COPYRIGHTS.** PKI warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided however that where equipment is manufactured from patterns, plans, drawings or specifications furnished by Buyer. All right, title and interest in any inventions, developments, improvements or modifications of or for equipment or services furnished to the Buyer shall remain with PKI unless otherwise agreed to in writing between the parties.

Signature: \_\_\_\_\_

Patrick Smith

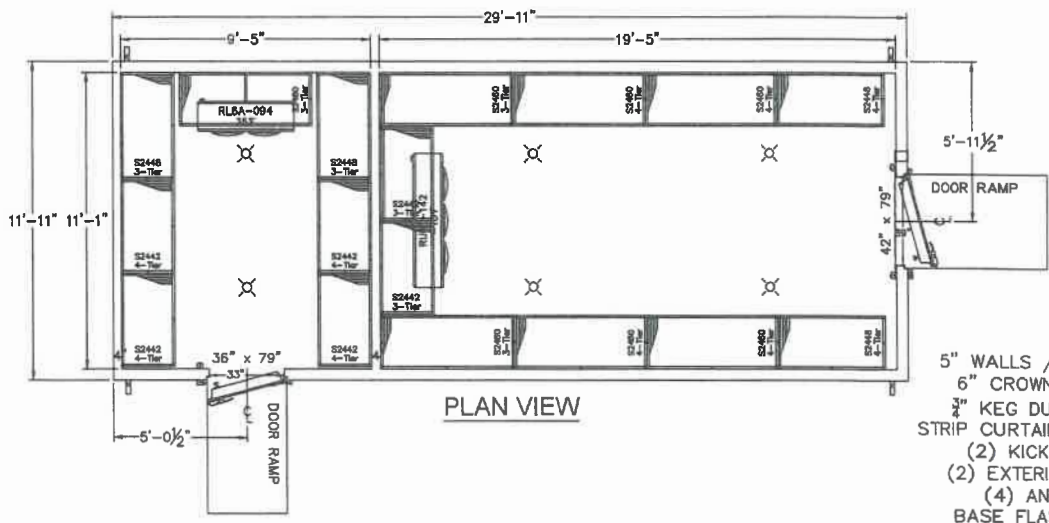
Signature: \_\_\_\_\_

Lucy Chabolla

Date: \_\_\_\_\_

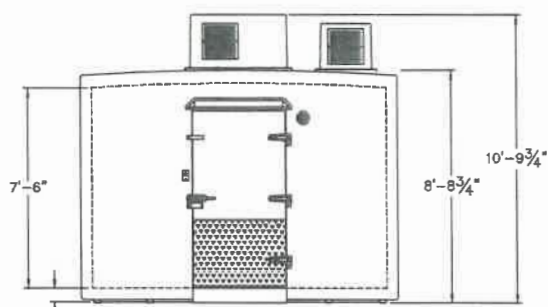
ROOM TEMP.:  
35°F  
INTERIOR AREA:  
104 sq. ft.  
HORSEPOWER:  
1.5 hp.  
REFRIGERANT:  
R-448A  
ELEC. SUPPLY  
115/208-230  
PHASE:  
Three  
CYCLE:  
60 hz.  
AMPERAGE:  
14.2 MCA

ROOM TEMP.:  
-10°F  
INTERIOR AREA:  
215 sq. ft.  
HORSEPOWER:  
4 hp.  
REFRIGERANT:  
R-448A  
ELEC. SUPPLY  
115/208-230  
PHASE:  
Three  
CYCLE:  
60 hz.  
AMPERAGE:  
33.4 MCA



PLAN VIEW

- 5" WALLS / 4" NOTED
- 6" CROWNED ROOF
- 3/8" KEG DUTY FLOOR
- STRIP CURTAINS (FREEZER)
- (2) KICK PLATES
- (2) EXTERIOR RAMPS
- (4) ANCHORS
- BASE FLASHING KIT
- SHELVING PACKAGE



ELEVATION VIEW

**DRAWING APPROVAL**  
PLEASE INDICATE YOUR APPROVAL OF THIS DESIGN, THE DIMENSIONS, DOOR LOCATION/SWING, ELECTRICAL REQUIREMENTS, AND EQUIPMENT LOCATIONS BY SIGNING BELOW AND RETURNING TO POLAR KING.  
DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Holtville USD  
Holtville, California  
DRAWN BY: RLM    MODEL NO.: HL1230    SCALE: 3/16" = 1'    DATE: 4/20/22  
DRAWING NAME: Holtville USD HL1230 Holtville CA A



THE REFRIGERATION SYSTEM SHOWN IS DESIGNED TO MAINTAIN INDICATED TEMPERATURE IF PRODUCT ENTERS WITHIN 10°F OF FINAL HOLDING TEMPERATURE. PLEASE CONTACT YOUR SALES REP IF INCOMING PRODUCT WILL BE ENTERING AT HIGHER TEMPERATURES. REFRIGERATION DESIGN IS SUBJECT TO CHANGE FOR IMPROVEMENTS. ALL DIMENSIONS ARE NOMINAL. FINAL DIMENSIONS WILL BE ±1 INCH OF DRAWING DIMENSIONS. CONTACT YOUR SALES REP IF TIGHTER TOLERANCES ARE REQUIRED.

**Resolution No. 2022/23-002**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE HOLTVILLE UNIFIED SCHOOL DISTRICT IN  
THE MATTER OF DECLARING RURAL STATUS FOR THE PURPOSE OF EXEMPTION FROM  
EDUCATION CODE SECTION 46148**

**WHEREAS**, a Resolution by the Holtville Unified School District Board of Education determines it necessary and appropriate to declare "Rural Status" for purposes of exemption from Education Code Section 46148, and

**WHEREAS**, Governor Gavin Newsom signed Senate Bill 328 on October 13, 2019, and

**WHEREAS**, Senate Bill 328 went into effect on January 1, 2020 and has been codified in Education Code Section 46148, and

**WHEREAS**, Education Code Section 46148 prohibits the school day for high schools, including high schools operated as charter schools, from beginning earlier than 8:30 am, and

**WHEREAS**, Education Code Section 46148 prohibits the school day for middle schools, including middle schools operated as charter schools, from beginning earlier than 8:00 am, and

**WHEREAS**, Education Code Section 46148 requires that the specific start times shall be implemented by middle schools and high schools no later than July 1, 2022, and

**WHEREAS**, Education Code Section 46148 exempts "rural" school districts from the required start times, and

**WHEREAS**, Education Code Section 46148 does not include a definition of "rural", and

**WHEREAS**, the United States Department of Agriculture (USDA) defines Imperial County as "Rural" for purposes of their Business and Industry Loan program, and

**WHEREAS**, Imperial County is one of thirty-nine member counties with the Rural County Representatives of California (RCRC), and

**WHEREAS**, Pursuant to Education Code sections 35160, 35160.1, and 35160.2, the Board has the authority to declare Rural status for purposes of exemption from Education Code Section 46148.

**NOW, THEREFORE, BE IT RESOLVED:**

- a. The above recitals are true and correct.
- b. The Board determines that Imperial County is "rural" for the purposes of Senate Bill 328 and Education Code Section 46148, and as such, schools within Imperial County are exempt from the statute's requirements on school start times.
- c. The Superintendent or his designee is authorized to take all actions and execute all documents necessary and appropriate to carry out the purposes of this resolution.
- d. This resolution shall take effect immediately upon its adoption by the Board of Trustees.

**THE FOREGOING RESOLUTION** was adopted upon motion of Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, at a regular meeting of this Board held on August 15, 2022, by the following vote:

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

I, Celso Ruiz, Secretary for the Holtville Unified School District Board of Education of Imperial County, California, do hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated above, which Resolution is on file in the office of said Board.

\_\_\_\_\_  
Celso Ruiz, Superintendent  
Holtville Unified School District

\_\_\_\_\_  
Date



**ESR Construction**

Lic # 806964  
2039 Crist Drive  
Los Altos, CA 94024

July 28, 2022

Holtville Unified School District  
621 E 5<sup>th</sup> Street  
Holtville CA 92250

Att: Celso Ruiz

We propose to furnish all material and perform all labor necessary to complete the following for the New Portable Classroom at Holtville High School.

Construct Building Pad, New Electrical Service, New Low Voltage Service, Signage, New Concrete Side Walk, and Paint Building to match school.

All the work to be completed in a substantial workmanship like manner according to standard practice for the sum of \$58,700.00.

Progress of payments to be made upon agreement and final payment upon completion.

Sincerely,

Ed Ramans  
Lic # 806964  
esred@sbcglobal.net