

# HOLTVILLE UNIFIED SCHOOL DISTRICT

# Governing Board of Trustees Regular Board Meeting November 16, 2020

### **Board of Trustees**

Jared Garewal, President Ben Abatti, Jr., Clerk Matt Hester, Member Robin Cartee, Member Kevin Grizzle, Member

Superintendent
Celso Ruiz
Assistant Superintendent
John Paul Wells



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

Monday, November 16, 2020 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	
	Jared Garewal, President			
	Ben Abatti Jr., Clerk			
	Matt Hester, Member			
	Robin Cartee, Member			
	Kevin Grizzle, Member		<del></del>	
	The vivi of value, interview			
<ol> <li>3.</li> </ol>	MODIFICATIONS OF THE ORDER  Motion: Second: Second: STATEMENTS FROM THE PUBLIC  CLOSED SESSION AGENDA.	Ayes:Na	ys: Vote:	
	At this time, members of the public may address address the Board, please stand, give your nan Individual presentations shall not be for more exceed twenty minutes.	ne and address and proceed	to the podium from which you w	ill speak.
4.	CLOSED SESSION  A) Closed Session in accordance with Discipline/Dismissal/Release	Government Code secti	ion 54957: Public Employe	e

REPORTABLE CLOSED SESSION ACTIONS:

5.

BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – November 16, 2020
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.

<i>A</i> .		UNCTION of Minutes: Octob ental Information)				Pgs. 2-4
В.	1) Warrant O	ND BUSINESS Orders week beginn ntal Information)	ning 10/22/20 to	week endii	ng 11/12/20	Pgs. 6-17
C.	PERSONNEL 1) Classified 2) Classified					Pg. 19 Pg. 20
D.  1) 2) 3) 4) 5) 6)	After School E Updated Speed New Speech & TK student #50 Agricultural C	USINESS  asked to approve to a standard safe and	ety Program Gro ring Paraprofes logy Assistant (S d to Kindergarte Education Incen	ant Award I sional job o SLPA) job o en tive Grant A	description description	Pg. 22 Pgs. 23-25 Pgs. 26-28 Pg. 29 Pg. 30

BOARD OF TRUSTEES HOLTVILLE UNIFIED SCHOOL DISTRICT REGULAR MEETING - November 16, 2020 AGENDA PAGE 3

#### 9. ACTION/DISCUSSION ITEMS

*10*.

*11*.

**ADJOURNMENT** 

The Board is asked to approve the following items:

	Sec	cond:			
Roll Call V	ote: Garewal:	Abatti:	Hester:	Cartee:	Grizzle:
Ayes:	Nays:	Vote:			
				,	ells) Pgs. 33-58 Grizzle:
Roll Call V Ayes:	ote: Garewal:_ _ Nays:	Abatti: Vote:	Hester: _	Cartee:	Grizzle:
C) Approve t	he District Reo <sub>l</sub>	pening Plan for	SY 2020-21	(Mr. Rui	z) Pgs. 59-68
c) upprove i		d.	Aves	Navs:	Vote:

#### **MISSION STATEMENT**

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

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**MINUTES** 

Holtville Unified School District Regular Board Meeting Minutes – October 19, 2020

**{Page 1of 3}** 

The Board of Trustees of the Holtville Unified School District met in a Regular Session on October 19, 2020, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:01 p.m. by the Presiding Chairman.

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

**MEMBERS ABSENT:** None

**MODIFICATION OF THE AGENDA: None** 

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

#### **CLOSED SESSION**

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

**REPORT OF CLOSED SESSION In:** 5:03 p.m. **Out:** 6:09 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 JURIDISDICTION OF THE BOARD. None

#### COMMUNICATION FROM THE SCHOOL DISTRICT

Each board member thanked the administration and staff for all of their hard work during these trying times.

Mr. Wells gave a monthly business briefing which showed an effective rate of return for the month ending in August at 1.41%. The general fund cash balance is \$5,466,422 as of September 30, 2020 which went up from \$4,017,611 at the end of August.

Mr. Ruiz thanked the administration for working closely to allow SDC and RSP students to attend class in person.

Holtville Unified School District Regular Board Meeting Minutes – October 19, 2020

{Page 2 of 3}

# CONSENT AGENDA GENERAL FUNCTIONS

Moved by Trustee Abatti, Seconded by Trustee Hester to approve the following consent agenda items as follows: GENERAL FUNCTION - Adoption of Minutes: September 21, 2020 & September 30, 2020. FINANCE AND BUSINESS – Warrant orders week beginning 9/24/20 to week ending 10/15/20. PERSONNEL SERVICES - Classified Resignation of Alexander Martinez, Cafeteria Worker II (District); Maritza Salcedo, Paraprofessional (District). Migrant Tutor Employment of Rebecca Martinez, K-5th Tutor (Finley); Nayeli Garcia, K-5th Tutor (Finley); Crystal Arias, K-5<sup>th</sup> Tutor (Finley); David Avila, 6<sup>th</sup>-8<sup>th</sup> Tutor (HMS); Lee Quarcelino, 6<sup>th</sup>-8<sup>th</sup> Tutor (Pine); Brenda Villegas, Migrant Speech Program (Finley); Crystal Arias, Migrant Speech Program (HMS); Selenia Herrera, MESRP; Brenda Gonzalez, MESRP. Classified Employment of Kelsey Chabolla, AVID Tutor (HHS); Marilyn Ceceno, AVID Tutor (HHS); Jazmine Mendoza, ABVID Tutor (HHS); Aleyza Wolfolk, AVID Tutor (HHS); Sebastian Quintero, AVID Tutor (HHS); Melina Medina, Cafeteria Worker II (District); Jessica Rodriguez. Cafeteria Worker II (District). Extra Duty Assignments of Crystal Arias, Curriculum Digitizer (Finley); Patricia Ramos, ASB Advisor (Finley); Brian Phillips, Technology Support (Pine); Brenda Villegas, Yearbook Advisor (Finley); Diana Reyes, Student Council (HMS); Alicia Arevalo, Co-ASB Advisor (HHS); Mayra Duarte, Co-ASB Advisor (HHS); Yvonne Moreno, Band/Chorus Director (HHS); Alfredo Guzman, Yearbook Advisor (HHS); Carl Johnston, Athletic Director (HHS). GENERAL BUSINESS – Quarterly Report on Williams Uniform Complaints-October 2020. Donation of Ceramic Molds and Automatic Kiln to HHS from Adriana Sano. Rule 310 Project Proposal Grant for Lawnmower LA 140 replacement. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

#### INFORMATION ITEMS

Jason List an Isom Advisor presented Financial Analysis and Issuance Plans for the Measure G Bond. Measure G \$10 million Bond was passed on November 6, 2018 for modernization of classrooms and facilities and for construction of a new gymnasium/multipurpose room. Series A of \$4 million was issued in June 2019 for the construction of the HMS gym, still under construction. The District's ten year assessed valuation growth is 3.84%. It is advised to use conservative growth going forward for the District's bond program to help ensure the tax rate stays below \$40. Issuing some bonds in 2021 helps move some projects forward and helps negate construction costs escalation. A Series B sale of \$4 million sets up the final sale of the authorization of \$2 million in 2023. A sale of \$2 million in 2023 would complete the 2018 Authorization. Should the projected values in 2022 & 2023 be more or less than projected, the District would have to wait to sell the remaining bonds, but if the values are more than projected, the sale of \$2 million could proceed, and the final maturity of the bonds would be reduced. Mykell Johnston gave the Board members a Covid-19 update. The Imperial County Health Department has issued a Covid-19 Symptom Decision tree in the case that a student or staff member develops a sign or symptom. Mykell discussed the protocols for isolation and quarantine form this chart. She also spoke about the Blue Print For a Safer Economy which described the tiers and guidelines that California is following to re-open schools, business operations, etc. The

Holtville Unified School District Regular Board Meeting Minutes – October 19, 2020

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Imperial County is currently at Widespread which means non-essential indoor businesses are closed and schools are not to reopen unless school officials and local health department decide on a limited amount of students in small cohorts. Small cohorts have started to come in at Finley and each week they are bringing in cohorts to the other school sites. Mykell thanked the administration for their help in the preparation for the return of the SDC students.

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

Moved by Trustee Cartee, Seconded by Trustee Grizzle to approve and allow Denise Witt to teach grades 8-9 Science at Holtville Middle School on a Provisional Internship Permit (PIP) for the 2020-21 school year. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Hester, Seconded by Trustee Cartee to approve the Pine School Raven logo. Mrs. Harrison presented the rough draft drawing that was selected by students, parents and staff. The digitized version will be completed soon. Passed by unanimous votes Ayes: 5, Nays: 0.

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

Regular Board Meeting: Monday, November 16, 2020

#### **ADJOURNMENT**

The meeting adjourned at 7:14 p.m.

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

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**WARRANTS** 

Number	Amount	Status	Fund Cancel Register (Date)	Payee
Bank Account COL	NTY - County, R	egister 000114, Date	d 10/22/2020	
21112099	456.70	Printed	010	ALSCO AMERICAN LINEN (000024/1)
21112100	1,457.70	Printed	010	AMAZON CAPITAL SERVICES, INC (000822/1)
21112101	4,560.00	Printed	010	AMPLIFIED IT, LLC (000917/1)
21112102	559.37	Printed	010	AVILA, DAVID (000510/1)
21112103	170.58	Printed	010	BERRYMAN, ERIKA (000511/1)
21112104	29.07	Printed	010	BlueTarp Financial, Inc (000911/1)
21112105	144.47	Printed	010	CARRANZA,ANNETTE (000600/1)
21112106	12,068.00	Printed	010	CDWG (000097/1):
21112107	81.86	Printed	010	COUNTY MOTOR PARTS (000111/2)
21112108	675.85	Printed	010	COX.LINDSAY (000522/1)
21112109	93.05	Printed	130	DEL SOL MARKET (000125/1)
21112110	5,234.51	Printed	.010 "	DELL MARKETING LP (000126/1)
21112111	198.73	Printed	010	DEPAOLI, ANTHONY (000519/1)
21112112	4,063.17	Printed	010	ENTERPRISE FM TRUST (000767/1)
21112113	95.76	Printed	130	FBC OF HENDERSON LLC (000154/1)
21112114	23.61	Printed	010	FEDERAL EXPRESS CORP (000155/1)
21112115	148.99	Printed	010	FORENSIC DRUG TESTING (000162/1)
21112116	733.67	Printed	010	FULTON DISTRIBUTING CO (000168/1)
21112117	239.25	Printed	010	GAS COMPANY (000172/1)
21112118	1,401.26	Printed	130	HOLLANDIA DAIRY, INC (000608/1)
21112119	11,513.00	Printed	010	ICOE (000210/1)
21112120	208.58	Printed	010	IMPERIAL IRRIGATION DISTRICT (000221/1)
21112121	450.06	Printed	010	INTERSTATE BATTERY SYSTEMS OF (000236/1)
21112122	272.83	Printed	010	JOHN DEERE FINANCIAL (000324/1)
21112123	800.80	Printed	010	KC MANUFACTURING INC (000252/1)
21112124	427.85	Printed	010	LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
21112125	877.05	Printed	010	LUCIA GUZMAN (000700/1)
21112126	170.00	Printed	010	MARCUSON, CHRISTOPHER (000552/1)
21112127	40.47	Printed	010	MIGUEL MATA (000496/1)
21112128	152.90	Printed	010	NASCO WEST INC (000283/1)
21112129	18,095.48		010	Pixabytes Solutions, Inc (000884/1)
21112130:	12.92		010	QUILL CORP (000318/1)
1112131		Printed	010	QUILL CORP (000318/1)
1112132		Printed	010	QUILL CORP (000318/1)
21112133	31.42		010	QUILL CORP (000318/1)

030 - Holtville Unified School District

Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

Generated for Shelli Kirschner (SKIRSCHNER), Oct 21 2020

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**Number of Items** 

90,899.00

#### **County Check Register**

Register 000114 - 1	0/22/2020				Bank A	ccount COUNTY - County
Number	Amount	Status		ancel Register (Date)	Payee	
Bank Account COUNT	<b>Y - County,</b> R	egister 000	114, Dated 10/22/2020 (d	continued)	•	
21112134	187.47	Printed	010		QUILL CORP (000318/1)	
21112135	75.61	Printed	010		R S D (000320/1)	
21112136	511.25	Printed	010		RENAISSANCE LEARNING INC (000328/2)	
21112137	84.35	Printed	010		SALAZAR, MARTHA (000750/1)	
21112138	10,601.38	Printed	010		SCHOOL TECH SUPPLY (000352/1)	
21112139	456.00	Printed '	· 010		SECURITAS SECURITY SERVICES SE (000355/1)	
21112140	9,628.19	Printed	130	,	SHAMROCK FOODS COMPANY (000356/1)	
21112141	166.59	Printed	010	, and the same of	SPARKLETTS WATERS (000370/1)	<u> </u>
21112142	125.65	Printed	010		Sprint Communication Company (000816/2)	· .
21112143	2,270.26	Printed	130	•	SYSCO FOOD SERVICES OF SAN DIE (000384/1)	
21112144	153.54	Printed	010		UNFIRST CORPORATION (000727/1)	
21112145	90.76	Printed	010		US AIR CONDITIONING DISTRIBU (000411/1)	
21112146	890.00	Printed	130		VILLALOBOS, CLAUDIA (000783/1)	

48 Totals for Register 000114

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 10/22/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary			
Holtville Unified School District		THE PERSON NAMED IN THE PERSON NAMED IN	
Check.#	21112099 through 21112146 Total Count	48	\$90,899.00

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 10/22/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Number	Amount	Status'	Fund	ancel Register (	Date) Payee	
Bank Account CO	OUNTY - County, Re	egister 00011	5, Dated 10/29/2020			
21113173	2,208.00	Printed	010		A T & T (000008/1)	
21113174	209.29	Printed	010		ALSCO AMERICAN LINEN (000024/1)	
21113175	1,485.87		010		AMAZON CAPITAL SERVICES, INC (00082	22/1)
21113176	140.73		010		ANTUNEZ AUTO BODY PARTS (000033/1)	
21113177	1,396.39	Printed	010		AREVALO, ANTHONY (000508/1)	
1113178	339.00	Printed	010		AZTEC FIRE & SAFETY, INC (000810/1)	
1113179	602.06	Printed	010		Baja Desert Tire Co (000052/1)	
1113180	39.15	Printed	010		BlueTarp Financial, Inc (000911/1)	
1113181	199.00	Printed	010		California Association of Scho ol Counselors	(000090/1)
21113182	179.85	Printed	010		CASTILLO, BRENDA (000513/1)	
1113183	177.79	Printed	010		D LUPITAS RESTAURANT (000119/1)	
21113184	4.98	Printed	130		DEL SOL MARKET (000125/1)	
21113185	1,800.00	Printed	010		Early Learning Solutions, Inc (000921/1)	
21113186	1,324.25	Printed	010		EMPLOYMENT DEVELOPMENT DEPT (00)	0151/1)
1113187	84.89	Printed	010		FERGUSON ENTERPRISES INC (000156/2	)
1113188	722.35	Printed	010	3 .	FLINN SCIENTIFIC, INC (000690/2)	
1113189	1,374.42	and the second second second	010		FULTON DISTRIBUTING CO (000168/1)	
1113190	79.79	Printed	010		GEORGES PIZZA (000177/1)	
21113191	131.34	Printed	010		HARBOR FREIGHT (000190/1)	
21113192	1,906.78	Printed	130	15.	HOLLANDIA DAIRY, INC (000608/1)	
1113193	175.00	Printed	010	G	ICOE (000210/1)	
1113194	125.00	Printed	010		IMPERIAL COUNTY SCHOOL BOARDS (00	0220/1)
1113195	12,285.00	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/	1)
1113196	22.71	Printed	010		JOHN DEERE FINANCIAL (000324/1)	
21113197	103.32	Printed	130		LUZ CHABOLLA (000495/1)	
21113198	71.23	Printed	010		MIGUEL MATA (000496/1)	
21113199	11.76	Printed	010		PERMA BOUND (000304/1)	
21113200	47.26	Printed	010		PITNEY BOWES PURCHASE POWER (000)	308/1):
1113201	306.63	Printed	010	, , , ,	PLUMBMASTER (000310/1)	7.70
1113202	33.39	Printed	· 010		QUILL CORP (000318/1)	
1113203	46.31	Printed	010		QUILL CORP (000318/1)	
1113204	38.78	Printed	010× ,		QUILL CORP (000318/1)	· .
1113205		Printed	010		QUILL CORP (000318/1)	
1113206	242.36	Printed	010		QUILL CORP (000318/1)	
21113207	374.91	Printed	010		QUILL CORP (000318/1)	

Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 00011	5 - 10/29/2020			Bank Account COUNTY - County
Number	Amount	Status	Fund Cancel Reg	ister (Date). Payee
Bank Account CO	DUNTY - County, R	egister 00011	5, Dated 10/29/2020 (continued)	
21113208	217.63	Printed	010	QUILL CORP (000318/1)
21113209	456.00	Printed	010	SECURITAS SECURITY SERVICES SE (000355/1)
21113210	5,904.71	Printed	130	SHAMROCK FOODS COMPANY (000356/1)
21113211	2,299.17	Printed	010	SOUTHWEST SCHOOL and OFFICE SU (000369/1)
21113212	1,952.87	Printed	130	SYSCO FOOD SERVICES OF SAN DIE (000384/1)
21113213	799.99	Printed	010	Teacher Created Material, Inc (000918/2)
21113214	2,876.18	Printed	010	Verizon Wireless Services LLC (000422/1)
21113215	484.25	Printed.	.130	VILLALOBOS, CLAUDIA (000783/1)
21113216	16.00	Printed	010	VILLAPUADA, JOSE (000624/1)
21113217	2,500.00	Printed	010	WPNA ARCHITECTURE (000794/1)

Org Summary	
Holtville Unified School District  Check # 21113173 through 21113217 Total Count	45 \$45,867.85

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 10/29/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Number	Amoun	t Status	Fund Cancel Regi	ter (Date) Payee	
	ount COUNTY - County, F	Register 00011	6, Dated 11/05/2020		
21114033	399.99	Printed	010	ALSCO AMERICA	AN LINEN (000024/1)
21114034	1,912.40		010	AMAZON CAPITA	AL SERVICES, INC (000822/1)
21114035	466.40	Printed	010		ERSCHOLASTIC FED (000080/3)
21114036	24,787.38	Printed	010	CDWG (000097/1	
21114037	132.34	Printed	010	D LUPITAS REST	AURANT (000119/1)
21114038	11,894.95	Printed	010	DELL MARKETIN	G LP (000126/1)
21114039	139.08	Printed	130	FBC OF HENDER	RSON LLC (000154/1)
21114040	79.58	Printed	010	FERGUSON ENT	ERPRISES INC (000156/2)
21114041	700.00	Printed	010	Frontline Technolo	ogies Group (000914/2)
21114042	1,289.27	Printed	010	FULTON DISTRIB	BUTING CO (000168/1)
21114043	2,575.00	Printed	010	GREAT MINDS (0	00185/2)
21114044	1,973.62	Printed	130	HOLLANDIA DAIR	RY, INC (000608/1)
21114045	7,885.00	Printed	010	HOLTVILLE UNIF	IED SCH DIST (000640/1)
21114046	23,143.00	Printed	010	HOWARD INDUS	TRIES (000892/2)
21114047	400.00	Printed	010	ICOE (000210/1)	
21114048	341.56	Printed	010	IMPERIAL VALLE	Y ROP (000232/1)
21114049	81.91	Printed	010		A BUSINESS USA (000642/2)
21114050	13.83	Printed	010	KONICA MINOLTA	A BUSINESS USA (000642/2)
21114051	61.05	Printed	010	KONICA MINOLTA	A BUSINESS USA (000642/2)
21114052	59.56	Printed	010	KONICA MINOLTA	BUSINESS USA (000642/2)
21114053	46.37	Printed	010	the state of the s	A BUSINESS USA (000642/2)
21114054	119.05	Printed	010	KONICA MINOLTA	A BUSINESS USA (000642/2)
21114055	2,339.92	Printed	010	KONICA MINOLTA	A PREMIER FINANCE (000642/3)
21114056	108.71	Printed	010	MIRANDA, JUAN O	CARLOS (000866/1)
21114057	414.10	Printed	010	ORIGINAL SID BL	ACKMAN PLUMBING (000296/1)
21114058	8.17	Printed	010	QUILL CORP (000)	318/1)
21114059	21.53	Printed	010	QUILL CORP (000)	
21114060		Printed .	010	R.S.D (000320/1)	,
21114061	6,867.34	and the state of t	010	RABOBANK NA (0	- 41 - 46
21114062	2,629.98	Printed	010	SCHOOL OUTFITT	•
21114063		Printed	130		DS COMPANY (000356/1)
21114064	3,570.29		130		RVICES OF SAN DIE (000384/1)
21114065		Printed	010	170.00	HOUSE (000387/1)
21114066		Printed	010		ELEVATOR CORP (000706/1)
21114067		Printed	010		GY DISTRIBUTION (000922/1)

Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 00011	Register 000116 - 11/05/2020							
Number	Amount	Status	Fund	Cance	Register (Date)	Payee	The state of the s	
Bank Account CO	DUNTY - County, R	egister <b>000116,</b>	Dated 11/05/202	0 (continu	Jed)			
21114068	320.00	Printed	010			Tom A Brady and Sons Inc (000394/1)		
21114069	1,677.72	Printed	010			U S POSTMASTER (000621/1)		
21114070	1,864.85	Printed	010			Verizon Wireless Services LLC (000422/1)		
21114071	525.30	Printed	130			VILLALOBOS, CLAUDIA (000783/1)		
21114072	2,500.00	Printed	010			Zeam Inc. (000908/1)		
	125,434.90	Number of	f Items	40	Totals for Register 000116			

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/05/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

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Org Summary			
Holfville Unified School District	MATERIAL SERVICE		大三大型 化 八年 八年 八年 日 1956年
Check# 21114033 through 21114072 Total Count	40	\$125,434.90	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/05/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

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Register 0001	17 - 11/12/2020	14-4-70	<b>建筑的特别的</b>	Bank Account COUNTY - Coun
Number	Amount	Status	Fund Cancel R	egister (Date) Payee
Bank Account C	OUNTY - County, R	egister 0001	17, Dated 11/12/2020	
21114683		Printed	010	ALSCO AMERICAN LINEN (000024/1)
21114684		Printed	010	AUTO ZONE (000049/1)
21114685		Printed	010	BANK OF NEW YORK MELLON TRUST CORPORATE TRUST, N. CALIFORNIA (000
21114686	28.39	Printed	010	BlueTarp Financial, Inc (000911/1)
21114687	1,806.51	Printed	010	CALIFORNIA SCHOOLS VEBA (000083/1)
21114688	13,631.95		010	CITY OF HOLTVILLE (000102/1)
21114689	2.59	Printed	010	COUNTY MOTOR PARTS (000111/2)
21114690	262.50	Printed	010	CURRIER and HUDSON (000117/1)
21114691	31.27	Printed	010	D LUPITAS RESTAURANT (000119/1)
21114692	60.00	Printed	010	David West (000758/1)
21114693	984.00	Printed	010	DAVID WEST INSURANCE (000121/1)
21114694		Printed	130 to 130	DEL SOL MARKET (000125/1)
21114695	4,023.67	Printed	010	ENTERPRISE FM TRUST (000767/1)
21114696	278,920.00	Printed	210	ESR Construction (000864/1)
21114697	253.50	Printed	130	FBC OF HENDERSON LLC (000154/1)
21114698		Printed	.010	FULTON DISTRIBUTING CO (000168/1)
1114699	877.55	Printed	010	H B PETROLEUM IN C (000189/1)
21114700	1,325.65	Printed	010	HARRISON, PATRICA (000523/1)
21114701	1,766.76	Printed	130	HOLLANDIA DAIRY, INC (000608/1)
1114702	1,575.00		010	HOLTVILLE TRIBUNE (000200/1)
21114703	65.00	Printed	010	IMMEDIATE FAMILY MEDICAL CARE (000233/2)
21114704	4,176.83	Printed	010	Insight Investement LLC (000920/1)
21114705	69.16	Printed	010	KONICA MINOLTA BUSINESS USA (000642/2)
1114706		Printed	010:	KONICA MINOLTA BUSINESS USA (000642/2)
1114707	182.27	Printed	010	KONICA MINOLTA BUSINESS USA (000642/2)
1114708		Printed	010	KONICA MINOLTA BUSINESS USA (000642/2)
1114709	60,44	Printed	010	KONICA MINOLTA BUSINESS USA (000642/2)
1114710		Printed	010	KONICA MINOLTA BUSINESS USA (000642/2)
1114711	*** · · · · · · · · · · · · · · · · · ·	Printed	010	LOPEZ,MARIA C. (000539/1)
1114712	80.81	Printed	010	LORI'S SANITATION, LLC (000710/1)
1114713	518.40	Printed	010	MEDICAL EYE SERVICES (000276/1)
1114714		Printed	010	MISTY D. STACEY (000711/1)
1114715	25.85	Printed	010	QUILL CORP (000318/1)
1114716		Printed	010	QUILL CORP (000318/1)
21114717	68.94		010	QUILL CORP (000318/1)

Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000117 - 11/12/2020 Bank Account COUNTY - County						
Number	Amoun	t Status	Fund Cancel Register (Date)	Payee		
Bank Account COL	JNTY - County, R	Register 00011	7, Dated 11/12/2020 (continued)			
21114718	18.72	Printed	010	QUILL CORP (000318/1)		
21114719	121.73	Printed	010	QUILL CORP (000318/1)		
21114720	148.41	Printed	010	RABOBANK NA (000322/2)		
21114721	48.70	Printed	010	RUIZ;CELSO (000576/1):		
21114722	400.00	Printed	010	SchoolsFirst Plan Admin (000842/1)		
21114723	1,223.17	Printed	010	SDI INNOVATIONS, INC (000874/1)		
21114724	456.00	Printed	010	SECURITAS SECURITY SERVICES SE (000355/1)		
21114725	4,362.59	Printed	130	SHAMROCK FOODS COMPANY (000356/1)		
21114726	162,275.82	Printed	010	SISC I (000361/1)		
21114727	1,951.50	Printed	010	SISC III Life Ins (000474/1)		
21114728	150.32	Printed	130	SMART and FINAL (000362/1)		
21114729	3,594.33	Printed	130	SYSCO FOOD SERVICES OF SAN DIE (000384/1)		
21114730	680.00	Printed	010	TERMINIX OF IMPERIAL VALLEY (000386/1)		
21114731	2,160.00	Printed	010	Tommys Screen Printing (000395/1)		
21114732	460.62	Printed	010	UNFIRST CORPORATION (000727/1)		
21114733	525.71	Printed	010	US AIR CONDITIONING DISTRIBU (000411/1)		
21114734	351.23	Printed	010	Velazquez, Gerardo (000795/1)		
21114735	611.25	Printed	130	VILLALOBOS, CLAUDIA (000783/1)		
21114736	4,622.04	Printed	010	VISION SERVICE PLAN (000424/1)		
21114737	10,074.63	Printed	v-010	VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)		
21114738	1,019.56	Printed	010	WATER TREATMENT SERVICES (000483/1)		
21114739	86.28	Printed	010	WRIGHT, GINA (000591/1)		

509,202.45

Number of Items

57 Totals for Register 000117

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/12/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE

Org Summary					
Holtville Unified School District Check #	21114683 through	21114739 Total Count	5 <b>7</b>	\$509,202.45	

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/12/2020, Filtered by (Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

ESCAPE ONLINE Page 24 of 62

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**PERSONNEL** 

#### **MEMORANDUM**

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

**SUBJECT:** CLASSIFIED RETIREMENT

**DATE:** NOVEMBER 16, 2020

The Board is requested to accept the following Classified Retirement:

A)

1. Evelia Padilla School Secretary HMS Effective 12/31/20

#### **MEMORANDUM**

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

**SUBJECT:** CLASSIFIED EMPLOYMENT FOR 2020/21

**DATE:** NOVEMBER 16, 2020

The Board is requested to approve the following Classified Employment:

1.	Nayeli Garcia	AVID Tutor	HMS
2.	Isabella Estrada	AVID Tutor	HMS
3.	Jacqueline Rendon	AVID Tutor	<b>HMS</b>
4.	Erika Pompa	Speech & Language Pathology Assistant	District

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

**GENERAL BUSINESS** 

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

#### **Grant Award Notification**

GRANTEE NAME AND ADDRESS					CDE GRANT NUMBER			
Celso Ruiz, Superintendent Holtville Unified					PCA	Vendor Number	Suffix	
621 East Sixth Street Holtville, CA 92250-1450					23939	63149	EZ	
Attention Expanded Lo	earning Programs C	oordinator	S	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Expanded Learning Office					Resource Revenue Code Object Code		13	
<b>Telephone</b> 760-356-2974					6010		INDEX	
	ant Program  Education and Safe	ty Program					0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date	
	\$183,795.09		\$183,795.09	9		07/01/2020	06/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal	Agency	

I am pleased to inform you that you have been funded for the After School Education and Safety Program.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please email the original, signed Grant Award Notification (AO-400) to:

Expandedlearning@cde.ca.gov
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title		
Nora Reed	Associate Governmental	vernmental Program Analyst	
E-mail Address	Telepho	Telephone	
nreed@cde.ca.gov	916-327	-5928	
Signature of the State Superintendent of Public Instruction	or Designee Date	Date	
I Long Shunord	Novemb	er 2, 2020	
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIREMENTS	3	
On behalf of the grantee named above, I accept this grant a			
assurances, terms, and conditions identified on the grant appl			
in this document or both; and I agree to comply with a	requirements as a conditi	ion of funding.	
Printed Name of Authorized Agent	Title		
Celso Ruiz	Superinter	ndent	
E-mail Address	Telepho		
celso@ husd-net	760-	356-2974	
Signature \( \)	Date		
1 Cla Tolk			

#### HOLTVILLE UNIFIED SCHOOL DISTRICT SPEECH /LANGUAGE/HEARING PARAPROFESSIONAL RANGE 13

#### **BASIC FUNCTION:**

Under the direction of the Director-Special Education and with supervision of a Speech and Language Pathologist, assist in providing appropriate speech therapy services and reinforcing instruction to individual or small groups of with speech and language disorders; assist a Speech and Language Pathologist in implementing IEP goals and objectives for assigned students; prepare and maintain related documents, records and reports; perform routine clerical and supportive tasks for instructional personnel.

#### **ESSENTIAL DUTIES:**

- Assist a Speech and Language Pathologist in reinforcing instruction, screenings and therapy sessions for individual or small groups of students with speech-language disorders according to student IEP goals and treatment plans; assist with the implementation of speech and language therapy and treatment plans.
- Prepare learning materials and assist students in the use of alternative communication methods and a variety of computerized speech and language communication devices.
- Assist students with completing therapeutic exercises, drills and assignments designed to
  enhance speech, language and articulation; utilize visual aids and oral communications to
  assist students with developing speech and language skills; assist students with letter and
  word pronunciation and recognition; modify learning activities to meet student needs and
  individual skill levels; observe, monitor and report student progress.
- Perform a variety of general support duties such as scheduling student activities and therapy sessions as directed by the Speech and Language Pathologist.
- Assist a Speech and Language Pathologist in setting up computers for assigned students who receive therapy online.
- Perform a variety of clerical duties in support of speech and language pathology activities such as preparing, typing, duplicating, assembling and filing instructional materials; maintain logs and records related to students such as attendance activity sheets, notes and files; maintain confidentiality of student records.
- Collect data related to therapy sessions and attendance; type and input data into an assigned software program or database such as SEIS; document student goals, performance and therapy progress.
- Assist the Speech & Language Pathologist during assessments of students' abilities in articulation, language, voice, and fluency; assist with administering and scoring student assessment tests.
- Assist students by answering questions, providing proper examples, emotional support, friendly attitude and general guidance; assist students in the development of appropriate social behaviors.
- Observe and control behavior and interaction of students according to approved District policies and procedures; monitor student behavior via tele-therapy.
- Assure the health and safety of students by following health and safety practices and procedures; maintain learning environment in a safe, orderly and clean manner.
- Confer with parents, teachers and Speech and Language Pathologist concerning materials to meet student needs.
- Attend and participate in a variety of meetings, workshops, in-service trainings.

• Operate a variety of office equipment including a copier, computer and assigned software; drive a vehicle to conduct work.

#### **OTHER DUTIES:**

Perform related duties as assigned.

#### KNOWLEDGE OF:

- General practices, terminology and techniques involved in assisting with providing speech and language therapy to individual students with speech-language disorders.
- General remediation strategies involved in the enhancement of student speech, language and articulation skills.
- Child guidance principles and practices related to children with special education needs.
- Correct usage of speech and language patterns, and oral communications, including basic linguistics.
- Normal speech, language, and hearing development.
- Basic instructional methods and techniques.
- Classroom procedures and appropriate student conduct. Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Record-keeping techniques.

#### **ABILITY TO:**

- Assist a Speech and Language pathologist in reinforcing instruction and therapy to individual students with speech-language disorders.
- Assist students with completing exercises, drills and assignments designed to enhance speech, language and articulation.
- Assist students with meeting IEP goals and objectives.
- Monitor, observe and report student behavior and progress according to approved policies and procedures.
- Demonstrate an understanding, patient and receptive attitude toward special education students.
- Perform a variety of clerical duties including typing, filing and duplicating materials.
- Operate standard office and classroom equipment including a computer and assigned software.
- Establish and maintain cooperative and effective working relationships with others.
- Understand and follow oral and written instructions.
- Observe health and safety regulations.
- Maintain various records related to work performed.

#### **EDUCATION AND EXPERIENCE:**

- High School diploma or equivalent
- Some experience working with students in an educational or organized learning environment. Some experience working with school aged children with speech and language disorders preferred.
- Completed at least two years of study at an institution of higher education OR
- Obtained an associate's or higher degree (college level) OR

#### Speech and Language Paraprofessional - October 2020

#### LICENSES AND OTHER REQUIREMENTS:

- Valid California Class C Driver's License.
- The ability to speak, read and write in English and a designated second language is desirable.

#### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

Classroom or learning environment.

Driving a vehicle to conduct work.

#### PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate standard office and classroom equipment.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information.
- Seeing to read a variety of materials and monitor student activities.
- Bending at the waist, kneeling or crouching to assist students.
- Lifting and carrying moderately heavy objects.
- Pushing or repositioning students in wheelchairs and orthopedic equipment as assigned by the position.

#### Holtville Unified School District Speech & Language Pathology Assistant (SLPA)

**SALARY RANGE: 29** 

#### **BASIC FUNCTION:**

This position works under the direct supervision of the Director of Special Education and the general direction of the licensed/credentialed Speech-Language Pathologist. Under general supervision assists in providing instruction specific to the area of speech and language communication to students identified as having special needs; monitors the use of augmentative communication devices and systems.

#### REPRESENTATIVE DUTIES:

- Provides direct therapy and follows documented treatment plans or protocols
- Documents student performance such as tallying data; prepares charts, records, and graphs and reports information
- Assists the Speech-Language Pathologist during assessment of students
- Assists with documentation as directed
- Assists with clerical duties such as preparing materials and scheduling activities
- Performs checks and maintenance of equipment
- Assists instructional personnel in the implementation of Individual Educational Plans (IEPs);
- Supports the supervising Speech-Language Pathologist in research projects and in-service training programs
- Assists with departmental operations such as scheduling, record-keeping, safety/maintenance of supplies and equipment
- Collects data for quality improvement
- Exhibits compliance with state and federal regulations; and
- Performs other related duties as directed; may be required to give and receive information in a second
  - language in addition to English.

#### SKILLS, KNOWLEDGE AND ABILITIES:

#### **SKILLS:**

- Deals effectively and tactfully communicates in both oral and written forms
- Interfaces effectively with supervisor
- Manage and use time effectively
- Demonstrates appropriate conduct
- Maintains a facilitating environment for assigned tasks
- Selects, prepares, and presents materials effectively; Maintain student performance documentation
- Assist speech-language pathologist
- Use a variety of screening tools and protocols
- Appropriately administer and score screening tools
- Manages screenings and documentation
- Communicates screening results and all supplemental information to supervisor
- Manages behavior and treatment program
- Provides implementation of treatment objectives

Approved by CSEA 10/26/2020
Adopted by the Governing Board on 11/17/2020

Operates standard office equipment including computer, copier, fax machine, etc.; and
Establishes and maintains effective work relationships with those contacted in the performance
of required duties.

#### KNOWLEDGE OF:

- Speech-Language Pathology equipment, materials, and procedures
- Language development in children, articulation development, learning patterns in children, student behavior management techniques and strategies
- English usage, punctuation, spelling, and grammar
- Basic arithmetical concepts
- Simple record keeping and record management
- Public education goals and objectives; Learning problems of children with special
- Educational needs; Personal computers and software, including word processing,
- learning and educational software; and Augmentative communication devices and systems.

#### **ABILITY TO:**

- Understand and carry out oral and written directions, including intervention plans
- Utilize specialized communication systems and devices
- Assist in the educational program of assigned student(s)
- Communicate satisfactorily orally and in written form
- Demonstrate an understanding, patient, and receptive attitude toward children
- Learn and utilize current speech-language methods and procedures to be followed in an instructional setting
- Establish and maintain a cooperative and effective working relationship with children and adults; and Perform clerical tasks and operate office machines.

#### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to:

- Associate degree and/or graduation from a speech-language pathology assistant certificate program and/or
- Bachelor's degree in speech-language pathology.
- Employment as a speech aide with training and experience that is recognized by the state licensing board.

#### LICENSES AND OTHER REQUIREMENTS:

- Speech-Language Pathology Assistant License
- Valid California driver license

#### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

- Classroom environment
- Learning center and in direct contact with students
- Direct contact with other district staff
- Without guidance from supervisor
- In direct contact with the public with exposure to minor contagious illnesses (colds, flu, etc.)
- High volume of work and tight deadlines.

Approved by CSEA 10/26/2020 Adopted by the Governing Board on 11/17/2020

#### PHYSICAL ABILITIES:

- Dexterity of hands and fingers to operate specialized testing
- diagnostic equipment
- sitting or standing for extended periods of time
- Bending at the waist, kneeling or crouching to assist students or to file materials.
- walking, and kneeling or crouching
- lifting objects weighing up to 40 pounds
- Seeing to read a variety of materials.
- Lifting and carrying heavy students as assigned by the position.
- Hearing and speaking to exchange information in person or on the telephone.

To Whom it May Concern:

October 19, 2020

Mrs. Angulo and I have been assessing the TK students last week and this week for parent conferences. During my assessment with Ervin Gonzalez, his parents had said that they have been in contact with Mr. Ruiz asking if Ervin can be moved to kindergarten. Being that his birthday is only 4 days after the cut-off date, and given the results of his assessment, we would say he is ready to be moved to kindergarten.

While it is difficult to say that he is completely ready due to distance learning and not being able to observe him in the classroom, academically he is where he should be at to be in kindergarten. Therefore, we suggest that he be able to move to kindergarten in order to be more challenged and more at his level than he would be in a TK classroom.

Sincerely,

Emily Wolfe Aslynn Angulo

#### **MEMORANDUM**

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

**SUBJECT:** OBSOLETE ITEMS

**DATE:** NOVEMBER 16, 2020

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

- 1. Monitors
- 2. Laptops
- 3. Desktops
- 4. UPS
- 5. Cellphones
- 6. Non-functional TV
- 7. Access Point
- 8. Video Interface
- 9. Digital Assistant
- 10. Network switches
- 11. Printers
- 12. VHF FM Transceivers
- 13. Two-way radios
- 14. Laptops
- 15. Server

# **HOLTVILLE UNIFIED SCHOOL DISTRICT**

School Board Meeting Agenda

ACTION/DISCUSSION

#### RESOLUTION OF THE GOVERNING BODY OF THE HOLTVILLE UNIFIED SCHOOL DISTRICT

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE-RURAL DEVELOPMENT UNDER THE COMMUNITY FACILITIES LOAN AND GRANT PROGRAM FOR FY 2019-2020

#### **RESOLUTION NO. 2020/21-006**

Be It Resolved by the Board of Trustees of the Holtville Unified School District as follows:

#### **SECTION 1**

The Holtville Unified School District has been awarded funding from the U.S. Department of Agriculture-Rural Development in the amount of \$28,371 for the 2020 Finley One-to-One Device Project and \$28,310 for the 2020 One-to-One Device Middle School Project, for a total of \$56,681.

#### **SECTION 2**

The Board of Trustees has reviewed and hereby approves entering into the grant agreement with the U.S. Department of Agriculture-Rural Development (USDA-Rural Development) under the Community Facilities Loan and Grant Program for a grant in the amount of \$56,681.

#### **SECTION 3**

The Board of Trustees has authorized the commitment of <u>\$46,376</u> of District funds as matching funds for the project.

#### **SECTION 4**

The Board of Trustees of the <u>Holtville Unified School District</u> hereby authorizes and directs the <u>Superintendent</u>, or designee (s) to execute, in the name of the <u>Holtville Unified School District</u>, grant agreements, any amendments thereto, and any and all other documents necessary or required by USDA-Rural Development to participate in the loan and grant program.

Passed and Add vote:	opted by the Board	of Directors on this 16th o	day of November 2020, by the following
AYES:	NAYES:	ABSTAINED:	EXCUSED OR ABSENT:
	Jared Garewal, HU	SD Board President	
ATTEST:	-		-
	Celso Ruiz, Superi	ntendent	

#### **RESOLUTION NO. 2020/21-007**

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 B,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$4,000,000 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 XIIIA 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**, the District previously authorized and issued a first series of general obligation bonds under the Bond Measure 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 second series of Bonds pursuant to the authorization of the Bond Measure and the Bond Law, in the aggregate principal amount of not to exceed \$4,000,000, to be designated "Holtville Unified School District General Obligation Bonds Election of 2018, Series B" (the "Series B 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 B 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

**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.

"<u>Authorized Investments</u>" 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 B 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 B 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 B Bonds and pay the purchase price therefor.

"<u>Building Fund</u>" 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 B Bonds in exchange for the amount representing the purchase price of the Series B 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 B 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 B 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.

"<u>Debt Service Fund</u>" means the account maintained by the County Treasurer under Section 4.02 of this Resolution.

"<u>Depository</u>" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"<u>Depository System Participant</u>" means any participant in the Depository's bookentry system.

"<u>District</u>" means the Holtville Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"<u>District Representative</u>" means the President of the Board, the Secretary of the Board, the Superintendent of the District, the Chief Business Officer 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 B Bonds.

"<u>DTC</u>" means The Depository Trust Company, New York, New York, and its successors and assigns.

"<u>Education Code</u>" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"<u>Federal Securities</u>" 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 B 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 B 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 B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B 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 B 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 B 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 B Bonds" means the not-to-exceed \$4,000,000 aggregate principal amount of Holtville Unified School District General Obligation Bonds Election of 2018, Series B, issued and at any time Outstanding under this Resolution.

"<u>Tax Code</u>" 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.

"<u>Underwriter</u>" means the original purchaser of the Series B Bonds upon the negotiated sale thereof, pursuant to Section 3.01.

"<u>Written Certificate of the District</u>" 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," "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 B 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 B 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 B BONDS

SECTION 2.01. Authorization. The Board hereby authorizes the issuance of the Series B Bonds in an aggregate principal amount not to exceed \$4,000,000 under and subject to the terms of Article XIIIA, 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 B 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 B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds will be issued as current interest bonds and shall be designated the "Holtville Unified School District General Obligation Bonds Election of 2018, Series B."

#### SECTION 2.02. Terms of Series B Bonds.

(a) <u>Terms of Series B Bonds</u>. The Series B 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 B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. Series B Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series B Bonds will be dated as of the Closing Date.

Interest on the Series B Bonds is payable semi-annually on each Interest Payment Date. Each Series B 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 B Bond is in default at the time of authentication thereof, such Series B 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 B 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 B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B 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 B Bonds which mature more than 30 years after the Closing Date exceeds the final maturity date of said Series B Bonds.
- (c) <u>CUSIP Identification Numbers</u>. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B 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 B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B 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) <u>Payment</u>. Interest on the Series B 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 B 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 B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B 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 B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) <u>Provisions of Bond Purchase Agreement to Control</u>. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B 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 B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

## SECTION 2.03. Redemption of Series B Bonds.

- (a) Optional Redemption Dates and Prices. The Series B 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 B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B 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) <u>Selection of Series B Bonds for Redemption</u>. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B 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 B 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 B 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 B 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 B Bond Owners.

Such notice shall specify: (a) that the Series B Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series B 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 B 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 B Bond to be redeemed, the portion of the principal amount of such Series B 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 B Bonds are to be called for redemption, such notice shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by indicating those Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paving Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B 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 B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B 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 B Bonds so called for redemption have been duly provided, the Series B 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 B 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 B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated 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 B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B 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 B Bonds. The Series B 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 B Bonds. The Series B 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 B 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 B 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 B Bonds. Subject to Section 2.10, any Series B 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 B 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 B Bond issued upon any transfer.

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

SECTION 2.07. Exchange of Series B Bonds. Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B 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 B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B 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 B 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 B 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 B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B 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 B 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 B 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 B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B 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 B 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 B 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 B 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 B Bonds. In such event, the District shall issue, transfer and exchange Series B 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 B 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 B 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 B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B 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 B Bond and all notices with respect to such Series B 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 B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B 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 B BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. Sale of Series B Bonds; Approval of Sale Documents.

- (a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to the Underwriter. The Series B 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 B 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 B 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 1.50% of the principal amount of the Series B 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 B 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 B 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 B 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 B 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 B 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 B 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 B Bonds. The proceeds of the Series B 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 B 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 B 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 B Bonds to be used by the District to pay Costs of Issuance 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 B Building Fund," into which the proceeds from the sale of the Series B 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 B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B 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 B 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 B Bonds.

If excess amounts remain on deposit in the Debt Service Fund after payment in full of the Series B 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 B 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 B Bonds. The estimated costs of issuance associated with the bond sale are \$145,000, 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 B BONDS; DEBT SERVICE FUND

SECTION 4.01. Security for the Series B Bonds. The Series B 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 B 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 B Bonds are Outstanding in an amount not less than sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B 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 B Bonds elsewhere than at the office of the County Treasurer.

The principal of and interest and redemption premium (if any) on Series B 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 B Bonds. In no event are the principal of and interest and redemption premium (if any) on the Series B 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 B 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 B Bonds and the amounts in the Debt Service Fund (the "Pledged Revenues") to the payment of the principal of and interest on the Series B 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., 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 B 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 B 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 B 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 B Bonds when and as the same become due, including the principal of any term Series B 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 B 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 B 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 B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to DTC Participants, who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. Any moneys remaining in the Debt Service Fund after the Series B 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 B 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 B Bonds, in conformity with the terms of the Series B 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 B 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 B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. Protection of Security and Rights of Series B Bond Owners. The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B 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 B Bonds are not so used as to cause the Series B 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) <u>Federal Guarantee Prohibition</u>. 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 B 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 B 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 B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.
- (d) <u>Maintenance of Tax-Exemption</u>. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B 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.

- 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 B 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 B 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 B 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 B 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 B Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2021. If the District determines prior to the sale of the Series B Bonds that obligations which exceed \$10,000,000,aggregate principal amount will be issued in calendar year 2021, the District Representative shall provide in the Bond Purchase Agreement that the Series B 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 B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B 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 B 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 B 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 B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B 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 B 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 B 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 B Bonds. The Paying Agent may become the owner of any of the Series B 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 B 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 B 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 B BOND OWNERS

SECTION 7.01. Remedies of Series B Bond Owners. Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B 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 B 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 B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B 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 B 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 B Bond Owners.

SECTION 7.03. *Non-Waiver*. Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B 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 B Bonds.

A waiver of any default by any Series B 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 B 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 B 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 B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B 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 B 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 B 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 B 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 B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B 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 B 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 B 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 B 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 B Bonds.

SECTION 9.02. Defeasance of Series B Bonds.

- (a) <u>Discharge of Resolution</u>. Any or all of the Series B 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 B 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 B Bonds; or
  - (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B 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 B 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 B Bonds not theretofore surrendered for such payment or redemption.

(b) <u>Discharge of Liability on Series B Bonds</u>. 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 B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B 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 B 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 B 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 B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B 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 B 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 B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B 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 B 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 B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B 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 B 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 B Bonds and remaining unclaimed for two years after the principal of all of the Series B 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 B 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 B 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 B 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 B 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 B Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B 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 B 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 B 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 B Bond shall bind all future Owners of such Series B 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 B 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 B 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 B Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series B 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 B 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 B 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 B 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 B 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 November 16, 2020.

Adopted by the following votes:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	President
ATTEST:	
Secretary	



## Safe Reopening Plan

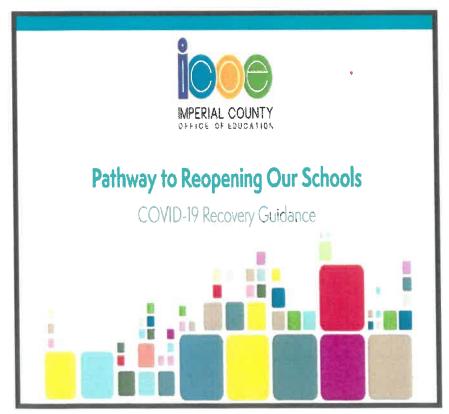
https://husd.net/en/covid-19/covid-19-re-opening-plan/

#### I. Introduction

The Holtville Unified School District is dedicated to providing a safe learning environment which promotes academic success and equity for all students. Our community of dedicated professionals is here to provide a world-class education to the children of our community. HUSD has a rich history of ensuring that each child is given every opportunity to experience academic, social and emotional growth that will help them to become productive, positive contributors to society.

In light of COVID-19 concerns, Holtville schools have not been able to educate students on campus this school year. HUSD is providing Distance Learning and will reevaluate instructional methods as the IC Public Health Dept. updates their guidelines. The following document was created by the Imperial County Office of Education to provide a timeline for the safe reopening of local schools. Further information can be found at the following link.

Pathway to Reopening Our Schools: COVID-19 Recovery Guidance.pdf



When HUSD schools reopen, the District will actively monitor students for COVID-19 related symptoms.

It is expected that parents monitor their child/ren for COVID-19 symptoms (temperature above 100.4° Fahrenheit, cough, sneezing, shortness of breath, nausea, diarrhea, headache, body aches, etc.) prior to sending their child/ren to school every morning.

If the child/ren exhibits any COVID-19 symptoms, the child/ren must remain at home, seek medical attention, and the school site must be notified.

## II. Health and Safety

## A. Local Conditions to Reopen

1. HUSD will follow state and local public health department clearance.

## B. Equipment

- 1. Each school site will have a sufficient amount of screening equipment and personal protective equipment (PPE).
  - a. Facemasks, face shields, gloves, gowns, sneeze guards, thermometers, nursing equipment, etc.
  - b. PPE/equipment will be restocked as needed.
- 2. Classrooms will be equipped with disposable face coverings, gloves, hand sanitizer, plexiglass sneeze guards and thermometers.
  - a. Gowns and face shields are available for added protection, or as needed.

## C. Cleaning/Sanitizing Supply

- 1. Adequate cleaning/sanitizing supplies will be available at each school site.
  - a. Disinfectants, soap, hand-sanitizer, UV lamps, paper towels, facial tissue, etc.

## D. Address Positive COVID-19 Cases and Community Surges

- 1. If any individual (student/staff) tests positive for COVID-19 the following measures will be taken:
  - a. The HUSD COVID-19 Team, composed of site administrators, the district nurse and district administration, will convene and consult with the Imperial County Public Health Department (ICPHD) when necessary.
  - b. The positive individual will be required to provide documentation of the positive test result (PCR) and will be instructed to follow ICPHD isolation orders.
    - o Isolate 10 days from the date of the positive test.
  - c. All close contacts of the confirmed positive case will be notified via a combination of phone calls and letters sent home with instructions to follow ICPHD quarantine orders.
  - d. All exposed areas on campus will be disinfected accordingly.
  - e. All staff and students exposed will be retrained on personal hygiene and the importance of following county orders.
  - f. All positive and exposed individuals will be reported to ICPHD via the school reporting portal.
  - g. Reporting expectations will be consistent with HIPAA compliance and guidance from the health department.
  - h. All instruction and learning will be conducted via distance learning for the individuals placed in isolation or quarantine.

- i. Prior to the resolution of the isolation period, the COVID-19 Team shall contact the positive individual to evaluate if the discontinuation of isolation guidelines have been met.
  - A negative test or clearance from a physician will be required to return to campus after the isolation period is complete.
  - A return to campus date will be determined and communicated by the COVID-19 Team.
- j. The HUSD COVID-19 team will consult with the ICPHD school liaison at any time deemed necessary.
- 2. If an individual within a cohort tests positive for COVID-19, the entire cohort will be dismissed to follow isolation & quarantine orders, which will allow for additional cleaning and disinfecting.
- If two or more individuals, in different cohorts, on the same school site test positive for COVID-19 within fourteen (14) calendar days all cohorts at that school site will switch to distance learning for a minimum of 72 hours to conduct additional cleaning and disinfecting.
  - a. The school site will reopen upon approval from the district COVID-19 Team.
- 4. In consultation with the HUSD Board of Trustees, the COVID-19 Team may close one or more schools and switch to distance learning for the safety of the staff, students, and community if one or more of the following occurs:
  - a. Classroom closure: If within a 14 day period, 5% of students and staff in a classroom test positive for the virus, the classroom will close to in-person learning and revert to distance learning. All individuals in the classroom will quarantine for 14 days.
  - b. School closure: If within a 14 day period, 5% of students and staff in a school test positive for the virus or when there are multiple cases in multiple cohorts at a school, the school will close to in-person learning and revert to distance learning. All individuals in the school will quarantine for 14 days.
  - c. District closure: If within a 14 day period, 5% of students and staff in the district test positive for the virus, the district will close to in-person learning and revert to distance learning. All individuals in the district will quarantine for 14 days.
- 5. The ICPHD, HUSD Board of Trustees and the COVID-19 Team will determine when it is appropriate to return to in-person instruction. This may occur after 14 days to allow for proper notification of all exposed individuals, further cleaning and disinfecting of school sites and retraining of COVID safety and prevention measures.
- E. Address the School's Role in Identifying, Documenting, Tracing, Monitoring and Reporting COVID-19 infections:
  - 1. Identifying: Active screening
    - a. Daily COVID-19 Symptom Check-In/Questionnaire for all staff and students.
    - b. Daily temperature check for all staff and students.

- c. Additional staff will be hired and trained to assist with, but not limited to the following: screening process, monitoring outside classroom movement, and supervising isolation rooms.
- d. Screening staff will be trained on screening protocols, use of screening equipment and COVID-19 symptoms.
- 2. Documenting, Tracing and Monitoring:
  - a. The Synergy student information system will be used to document, trace and monitor individuals within the school district.
  - b. The COVID-19 Team and Human Resource Department will review employee sick calls/symptoms.
- 3. Reporting protocols
  - a. HUSD will follow the Imperial County Public Health Department (ICPHD) reporting protocols.
  - b. All positive cases will be reported to ICPHD.
    - Anyone exposed/in close contact (as defined by the CDC) to the positive individual will be reported to ICPHD.
    - All outbreaks (3 or more positive cases within a 14 day period) will be reported for further guidance from the ICPHD.
  - b. The COVID-19 Team will keep an open line of communication with the local health department school liaison.

## III. Campus Access

#### A. Student

- 1. Students will enter and exit campus at designated access points throughout campus to avoid close contact and/or mixing of cohorts.
- 2. All students will be screened daily prior to entering campus. Permission to enter campus will not be granted if the check-in is not complete.
  - a. Daily COVID-19 Symptom Check-in/Questionnaire
  - b. Temperature check
- 3. Any student exhibiting symptoms of COVID-19 at the time of screening (i.e. 100.4° Fahrenheit or above temperature, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, head or muscle aches, nausea, diarrhea, vomiting) will not be permitted on campus.
  - a. The symptomatic student will be separated from the other students.
  - b. The parent/guardian will be notified and instructed to pick the student up.
  - c. Parents may be advised to have their child tested for COVID-19 and maintain home isolation until cleared by medical personnel for return to school.
- 4. While on campus students will be monitored throughout the day for signs of illness.
  - a. Teachers/aides will receive training on symptoms of COVID-19 and how to properly report to the nurse/health clerks if a student develops symptoms.
- 5. Students who exhibit symptoms at school will be removed from their cohort and placed

in a designated isolation area to wait until a parent/guardian arrives.

- a. Designated isolation rooms or areas will be assigned at each school site.
- b. Staff assigned to an isolation room will wear appropriate PPE while monitoring a suspected positive COVID-19 student.

#### B. Staff

- 1. Staff will self-monitor COVID-19 symptoms prior to leaving home.
- 2. Staff must complete the HUSD Daily COVID-19 Symptom Check-In/Questionnaire prior to coming to campus.
  - a. Permission to enter campus will not be granted if the check-in is not completed.
- 3. Each staff member entering campus will have his/her temperature taken at the designated location.
- 4. Any staff member exhibiting signs of COVID-19 symptoms at the time of screening (i.e. 100.4° Fahrenheit or above temperature, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, head or muscle aches, nausea, diarrhea, vomiting) will not be permitted on campus.
  - a. The staff member will be responsible to notify their supervisor and instructed to go home.
  - b. The staff member may be advised to get tested for COVID-19 and maintain home isolation until cleared by medical personnel for return to school.
- 5. Staff who display COVID-19 symptoms at school must immediately inform their supervisor and will be sent home to await guidance from the COVID-19 Team.
  - a. Students in the class will be removed from the potentially exposed environment.

## C. Outside Visitors and Groups

- 1. Visitors will not be permitted on campus.
- 2. Due to the COVID-19 crisis, use of facilities requests must include additional safety measures and will be evaluated on a case-by-case basis.
- 3. Site administrators will establish protocol for accepting deliveries and communicate those protocols to their staff.

## IV. Hygiene

- A. Staff Training and Family Education (age-appropriate)
  - 1. Staff will be required to complete the "COVID-19 School Based Guidelines" online training.
  - 2. Staff will receive training by the district nurse on COVID-19 safety and prevention measures covering the following areas:
    - a. What is COVID-19?
    - b. How is COVID-19 transmitted?
    - c. What are the symptoms of COVID-19?
    - d. When to seek medical care?

- e. What should you do if you are COVID-19 positive?
- f. What are the risk factors for COVID-19?
- g. What are effective safety & prevention measures?
- 3. Staff will receive education and video demonstrations on the following:
  - a. Proper hand washing/disinfecting techniques.
  - b. Proper respiratory etiquette.
  - c. Proper use of a face mask.
- Teachers will educate their students as to COVID-19 Guidelines, proper hand washing/disinfecting techniques, respiratory etiquette, and the proper use of a face mask.
- 5. Signage is posted throughout campuses requiring the use of face coverings, hand washing, proper respiratory etiquette and social distancing.
- 6. Families will be educated via the following: HUSD website, signage throughout all campuses, flyers that are sent home, school social media accounts, online meetings and other communication platforms.
- 7. HUSD will continue to inform all stakeholders of the latest updates regarding Imperial County Public Health Department COVID-19 Guidelines on a regular basis.

## B. Equipment

- 1. Hand-washing stations/hand sanitizer stations have been placed throughout campus.
- 2. Hand sanitizer is available in the classrooms and students have access to wash their hands when needed.
- 3. Teachers will implement a daily hand hygiene routine in their classroom.

## V. Physical Distancing

## A. On Campus

- 1. Physical distancing of 6 feet or more will be enforced for all individuals on campus.
  - a. Signage will be posted throughout campus to reinforce social distancing.
- 2. Students will be escorted to and from classrooms by a designated staff member while maintaining 6 feet distance.
- 3. Classrooms will be arranged to ensure 6 feet distance between students and staff.
  - a. Sneeze guards will be utilized in class for added protection.
- 4. The movement of students outside of the classroom will be minimized and monitored by staff to prevent intermingling of cohorts.
- 5. Face mask guidance shall follow the California Department of Public Health at: Guidance for the Use of Face Coverings 06/18/2020

#### B. Outdoor Recreation Areas

- 1. Physical distancing should always be maintained when students are outside.
- 2. School outdoor recreation areas will not be used until advised otherwise by state or local health officials.

3. Only contactless Physical Education will be allowed, as well as activities, in which equipment is not shared.

#### C. Classrooms

- 1. Rearranged furniture and play spaces to ensure 6 feet distancing between students.
- 2. Physical distancing should always be maintained when students are taken outside.
- 3. All students will face the same direction.
- 4. Masks required in classrooms.
- 5. Open windows & doors if possible to allow for increased circulation of outdoor air.

## D. Food Service

- 1. Food service staff will wear PPE during food preparation and the serving of meals.
- 2. If social distancing is not permissible in the cafeteria/lunch area, breakfast and lunch may be served in the classroom or grab and go service will be available for consumption at home to eliminate mixing of cohorts.
- 3. If social distancing is possible, breakfast and lunch will be served in the cafeteria/lunch area utilizing:
  - a. self-contained containers (disposable) to avoid exposure of food items.
  - b. staggered lunch periods.
  - c. limited physical interaction during meal service.
  - d. suspended self-service and shared tables.

#### E. Staff

- 1. Plan for physical distancing among staff.
- 2. Staff should avoid congregating in any area that the 6 ft distancing requirement cannot be met.
- 3. Workspaces will be rearranged and 'distancing' information will be displayed.
- 4. Social distancing will be adhered to during staff development meetings.
- 5. Adjust staff schedules as necessary.
- 6. Staff engaging in screening students, parents and employees must wear facemasks and disposable gloves.

## VI. Cleaning/Disinfecting

The Holtville Unified School District will maintain high standards of cleanliness.

- Custodial staff involved in disinfecting and cleaning should wear personal protective equipment (PPE) at all times and follow supervisor instructions when disinfecting COVID-19 exposed areas.
- 2. Classroom staff will disinfect surface areas routinely throughout the day, such as:
  - a. Desks and tables, chairs, keyboards, phones, headsets, and other high-touch areas.
- 3. Daily disinfecting of high-touch surfaces will be performed by custodial staff, such as:

- a. Door handles, desks, chairs, phones, sneeze guards, drinking fountains, sink handles, restroom surfaces, and floors.
- b. Daily use of UV light to disinfect classrooms.
- 4. HVAC systems will aid in circulating outside air into the classrooms. Maintenance of HVAC systems will be conducted frequently.
- 5. Ensure restrooms are maintained, stocked and sanitized frequently throughout the school day.

# VII. <u>Communication with Students, Parents, Employees, Public Health Officials, and the Community</u>

- 1. HUSD will engage stakeholders of the COVID-19 Safe Reopening School Plan.
- 2. HUSD will communicate COVID-19 Safe Reopening School Plan to stakeholders as well as community members.
- 3. All stakeholders will be informed of COVID-19 health and safety protocols.

## VIII. <u>Instructional Programs</u>

The Holtville Unified School District may start the school year with one or more of the three models below and transition as new health and safety information becomes available.

- > Distance Learning: one hundred percent of the learning/coursework is done from home.
- > Hybrid Model: some learning is done at school in person and some learning is done from home through an online platform.
- > Regular Schedule: students attend school on a daily basis with teachers.

In the event that the Holtville Unified School District must open in an online format, the district will follow AB 77- Education Budget Trailer Bill guidelines as follows:

- 1. Provide daily live interaction between teacher and students for the purpose of instruction, progress monitoring, and maintaining school connectedness.
  - a. Live Online Instruction(Synchronous): interactive sessions along with some online/electronic assignments.
  - b. Online Assignments (Asynchronous): online/electronic homework with due dates that students can complete from home along with teacher feedback.
  - c. Recorded Instruction: learning sessions that students can access on demand to supplement/support live instruction along with some assignments.
- 2. Provide high quality instruction aligned to grade level standards.
- 3. Accommodations necessary will continue to be provided and monitored for all Special Education students/students with 504's to ensure they follow Individual Education Plans during distance learning.
- 4. Designated and integrated instruction for English Learners will continue with support to access curriculum, assessments, and reclassification.

- 5. Provide academic and other supports to assist students with extra needs.
- 6. Assist with providing access to Internet connectivity as well as electronic devices in order to complete assigned work.

## IX. Mental Health and Well-being of All

- 1. Support and promote student wellness on a regular basis (i.e. check-ins, etc.).
- 2. Promote daily routines in the classroom setting and include mindfulness strategies.
- 3. Support and promote staff wellness (trainings, techniques, strategies, etc.).
- 4. Continue targeted intervention of students and staff.
- 5. Inform community of local resources (food banks, Medi-Cal, child care, etc.).

## X. School Services

- A. Transportation will follow COVID-19 Health and Safety guidelines as well as social distancing guidelines.
  - 1. Student temperatures will be taken by the Bus aide/ driver before entering the bus.
  - 2. Students who are symptomatic will not be allowed to board the bus or come on campus.
  - 3. Possible two students per seat wearing masks at all times.
  - 4. Students will be supervised by a bus driver or bus aide.
  - 5. Students from the same family may sit together.
  - 6. Parents and students will be instructed to maintain the required 6 ft of distancing and wear masks while waiting to load or unload the bus.
  - 7. Students will be seated from the rear forward to prevent passing.
  - 8. Students who will be getting off the bus first should board last and sit in the front of the bus going home in the afternoon.
- B. Food Service will follow COVID-19 Health and Safety guidelines as well as social distancing guidelines and the following procedures:
  - 1. Signage is posted on how to stay healthy in the food service area and cafeteria.
  - 2. Meals will be individually plated and produce will be individually wrapped (no self-serve).
  - 3. Entrees will be individually wrapped.
  - 4. Seating will be rearranged to ensure physical distancing inside and outside of the cafeteria.
  - 5. Signage is posted to enforce 6 feet social distancing.
  - 6. Food Service staff is implementing a touchless point of service system for students.
  - 7. Grab-and-go meals for students not on campus will continue to be made available.

#### Additional Resources:

#### **CDC Guidelines**

https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html

CDPH and Cal/OSHA Guidance for Schools and School-Based Programs https://files.covid19.ca.gov/pdf/guidance-schools.pdf

## CDPH Blueprint for a Safer Economy

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx

California Department of Education Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools <a href="https://www.cde.ca.gov/ls/he/hn/strongertogether.asp">https://www.cde.ca.gov/ls/he/hn/strongertogether.asp</a>

CDPH COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year <a href="https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf">https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf</a>

Imperial County Office of Education Pathway to Reopening
Pathway to Reopening Our Schools: COVID-19 Recovery Guidance.pdf

Face mask guidance from the California Department of Public Health

Face mask guidance from the California Department of Public Health Guidance for the Use of Face Coverings 06/18/2020

How to Select, Wear and Clean Your Mask

https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html

#### Health Officer Order

http://www.icphd.org/media/managed/2019coronavirus/HO Order FC.pdf