



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

March 9, 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, March 9, 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

Ricardo Mendez, Student Board Member

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

Motion: _____ Second: _____ Ayes: ____ Nays: ____ Vote: __ - __

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

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

4. CLOSED SESSION

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

B) Negotiations with the Holtville Teachers Association – Pursuant to Government Code Section 3549.

5. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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6. RECOGNITION

A) Finley – Mrs. Perez, Pine – Mrs. Harrison, HMS – Mr. Velazquez, HHS – Mr. Arevalo, Freedom Academy & Sam Webb – Mr. Drye

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

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

8. COMMUNICATIONS FROM THE SCHOOL DISTRICT

Holtville Teachers Association
California School Employees Association
Student Representative
Governing Board
Assistant Superintendent
Superintendent

9. CONSENT AGENDA

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

A. GENERAL FUNCTION

1) Adoption of Minutes: February 18, 2020 Pgs. 2-4
(Supplemental Information)

B. FINANCE AND BUSINESS

1) Warrant Orders week beginning 2/20/20 to week ending 3/5/20 Pgs. 6-14
(Supplemental Information)

C. PERSONNEL SERVICES

1) Classified Employment Pg. 16
2) Coaching Resignation Pg. 17
3) Certificated Resignation Pg. 18
4) Classified Resignation Pg. 19
5) Coaching Assignments Pg. 20
6) Classified Retirement Pg. 21
7) Extra Duty Assignments Pg. 22
8) Certificated Leave of Absence Pg. 23

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) *Good Governance and Program Advisory Services Agreement between School Innovations & Achievement and HUSD* Pgs. 25-29
- 2) *HHS STEPS Club change in fundraiser. The sale of Krispy Kreme instead of Brownie Bites*
- 3) *HHS Spring Sports schedules* Pgs. 30-35
- 4) *HHS Out of State and Overnight Trips for Spring Sports* Pg. 36
- 5) *Obsolete technology items at HHS* Pgs. 37-38
- 6) *Accepting the Gigakom Proposal to provide network switches, batteries and service.* Pgs. 39-41

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

10. INFORMATION ITEMS

- A) Mr. Anthony Martinez will present a technology update.*
- B) Mr. Wells will present on Bond Refunding.*

11. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) Approval of the Pine School Mascot - Ravens* (Mrs. Harrison)

*Motion: _____ Second: _____
Preferential Student Vote - Aye: _____ Nay: _____ Vote: _____
Ayes: _____ Nays: _____ Vote: ____ - ____*

- B) Approval of the Side Letter Agreement for a One-Time Early Resignation Incentive between the Holtville Unified School District and the Holtville Teachers Association* (Mr. Ruiz)

*Motion: _____ Second: _____
Preferential Student Vote - Aye: _____ Nay: _____ Vote: _____
Ayes: _____ Nays: _____ Vote: ____ - ____*

- C) Approval of the 2019-20 Second Interim Report* (Mr. Wells) *

*Motion: _____ Second: _____
Preferential Student Vote - Aye: _____ Nay: _____ Vote: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____*

- D) Board Resolution 2019/20-007 Providing for the Issuance and Sale Of 2020 General Obligation Refunding Bonds in an Aggregate Principal Amount not to Exceed \$2,500,000 to Refund the District's General Obligation, Election of 2002, Series 2012, and 2012 General Obligation Bonds* (Mr. Wells) Pgs. 43-47

*Motion: _____ Second: _____
Preferential Student Vote - Aye: _____ Nay: _____ Vote: _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____*

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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ACTION/DISCUSSION continued

E) Selection of Audit Firm beginning with the June 30, 2020 audit (Mr. Wells) Pg.48

Motion: _____ Second: _____
Preferential Student Vote - Aye: _____ Nay: _____ Vote: _____
Ayes: _____ Nays: _____ Vote: _____ - _____
Roll Call Vote: Garewal: _____ Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____

12. FUTURE BOARD MEETING DATE

Monday, April 20, 2020 is the next Regular Board Meeting

13. ADJOURNMENT

*** Available online <https://www.holtville.k12.ca.us>
Departments-Business-Reports**

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 – February 18, 2020**

{Page 1 of 3}

The Board of Trustees of the Holtville Unified School District met in a Regular Session on December 9, 2019, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:04 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:

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

Negotiations with the Holtville Teachers Association – Pursuant to Government Code Section 3549.1

Superintendent's Evaluation – Government Code section 54957

REPORT OF CLOSED SESSION **In:** 5:06 p.m. **Out:** 6:06 p.m.

The Governing Board in closed session by unanimous vote to action to send non re-election notices to the following certificated employees: 5826855669; 5958462326; 3909109930; 7237673822; 8442033091; 6775869040; 8357192304; 5379052466; 2310210808. The Governing Board voted unanimously to terminate classified probationary employment of employee: 4554201920.

RECOGNITIONS

Finley – Mrs. Perez recognized Ximena Lopez and Gabriel Solis for the character trait of Responsibility. Pine – Mrs. Harrison recognized Evangelyn McBroom and Luke Chambers. HMS – Mr. Velazquez recognized Danny Lopez and Brittany Acevedo. HHS _ Mr. Arevalo recognized Akira Murakami and Alec Morgan. Freedom Academy – Mr. Drye recognized Giana Irungaray. Sam Webb – Mr. Drye recognized Ethan Bratsouleas. The administrators had encouraging words for each of the recipients for their act of responsibility in academics, sports and personality.

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

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – Nothing to report.

CSEA – Nothing to report.

Student Representative – Ricardo Mendez reported on various school activities and the accomplishments of the winter sports teams including basketball and wrestling.

Trustee Grizzle congratulated the HHS wrestling team for their CIF accomplishments

Trustee Cartee congratulated the HHS wrestlers, she also thanked the Finley staff and community leaders for the participation in the “Be Kind” activities that took place a couple of weeks ago.

Trustee Hester congratulated the HHS wrestlers and wished the best of luck to the HHS FFA and other students participating in the fair.

Trustee Abatti attended the Mega reunion two weeks ago, and he had a great time.

Board President Garewal attended the California Distinguished Schools banquet in Anaheim along with Trustee Cartee. He thanked the administration for the invitation and congratulated Mrs. Perez and staff for the accomplishment.

Assistant Superintendent Wells gave the Board members a Monthly Financial Briefing on the overall financial health, investments and GO Bond. The report shows a total cash balance of \$10,730.20. He added that the construction on the HMS gym is slightly behind, but that after a few appointments with DSA, the clearance should be finalized by February 25th.

Mr. Ruiz congratulated the HHS wrestlers and wished them luck at Master’s. He also congratulated Finley’s administration and staff for the California’s Distinguished School accomplishment.

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Grizzle, Seconded by Trustee Hester to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: January 21, 2020 & February 3, 2020. FINANCE AND BUSINESS – Warrant orders week beginning 1/23/20 to week ending 2/13/20. PERSONNEL SERVICES – Classified Employment of Kacie Wagner, Paraprofessional (HMS); Esperanza Salazar, Paraprofessional (Finley); Alexis Bojorquez, Migrant Work-Study Student (Migrant). Coaching Resignation of Nicholas Moreno, Girls Soccer Head Coach (HHS). Extra Duty Assignment of Julie Hanson, After School Tutoring (Pine). GENERAL BUSINESS – Agreement between Artiano Shinoff & HUSD regarding Attorney’s legal services. HUSD 2020-21 SY Calendar. 2019-20 Safe School Plans for all HUSD School Sites. 2019-20 School Plan for Student Achievement for all HUSD Schools. Out of State Conference for District Employees in Las Vegas, NV. 2020-21 IID Special Project Grant Application. All approved by unanimous votes, Ayes: 5, Nays: 0.

INFORMATION ITEMS

Due to a technology department emergency, Mr. Martinez was not able to give his technology update.

ACTION/DISCUSSION ITEMS

Moved by Trustee Abatti, Seconded by Trustee Cartee to approve the Certification of the Holtville Unified School District 2018-19 Financial Report/Audit. Mr. Wells presented a brief report. The total net position improved by \$233,000 due to an increase in assets, a reduction in OPEB, and a slight pension increase. The total district-wide revenues increased by \$1.2 million and total expenditures decreased by -\$132,000. The total LT liabilities is \$37.6 million, \$20.29 million coming from pension liability and \$683,000 from OBEP. In closing, the audit went well with no findings in both the financial and compliance areas. Passed by roll call votes Garewal: Aye; Abatti: Aye; Hester: Aye; Cartee: Aye; Grizzle: Aye. Preferential Student Vote: Aye. Passed by unanimous votes Ayes: 6, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve the purchase of one electric school bus from The Lion Electric Co. Model D on a piggyback bid #GFO-18-604. Mr. Drye explained that the bus, as well as the charging station will be bought with grant monies received last year from the California Energy Commission. Preferential Student Vote: Aye. Passed by unanimous votes Ayes: 6, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, March 9, 2020

ADJOURNMENT

The meeting adjourned at 6:51 p.m.

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000081, Dated 02/20/2020					
20084671	683.36	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20084672	267.30	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20084673	98.58	Printed	010		Angelica Zarazua (000747/1)
20084674	2,707.63	Printed	010		ARTIANO SHINOFF-ABED BLUMENFEL (000041/1)
20084675	385.80	Printed	010		ASBURY ENVIRONMENTAL SERVICES (000042/1)
20084676	32.31	Printed	010		AUTO ZONE (000049/1)
20084677	1,047.42	Printed	010		AVILA, DAVID (000510/1)
20084678	548.72	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
20084679	548.11	Printed	010		Benitez, Ariana (000757/1)
20084680	319.97	Printed	010		Billy Tees, Inc (000830/1)
20084681	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
20084682	30.00	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/1)
20084683	364.32	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/1)
20084684	1,402.20	Printed	130		CDE CASHIERS OFFICE (000095/1)
20084685	2,930.73	Printed	010		CITY OF HOLTVILLE (000102/1)
20084686	15.06	Printed	010		COUNTY MOTOR PARTS (000111/2)
20084687	108.00	Printed	130		CULLIGAN WATER CONDITIONING (000115/1)
20084688	1,872.50	Printed	010		CURRIER and HUDSON (000117/1)
20084689	1,794.36	Printed	010		DELL MARKETING LP (000126/1)
20084690	245.00	Printed	010		Department of Justice Accounting Office (000130/1)
20084691	1,038.23	Printed	130		DOMINOS PIZZA (000142/1)
20084692	38,943.57	Printed	010		ENTERPRISE FM TRUST (000767/1)
20084693	335,730.00	Printed	210		ESR Construction (000864/1)
20084694	357.33	Printed	130		FBC OF HENDERSON LLC (000154/1)
20084695	587.55	Printed	010		FORENSIC DRUG TESTING (000162/1)
20084696	3,141.04	Printed	010		FULTON DISTRIBUTING CO (000168/1)
20084697	124.98	Printed	010		GEORGES PIZZA (000177/1)
20084698	26.53	Printed	010		GUITAR CENTER STORES INC (000647/1)
20084699	3,425.76	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20084700	2,002.84	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
20084701	3,030.50	Printed	010		ICOE (000210/1)
20084702	65.00	Printed	010		IMMEDIATE FAMILY MEDICAL CARE (000233/2)
20084703	21,240.43	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
20084704	224.93	Printed	010		JONES BROS GLASS (000248/1)
20084705	134.72	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 02/20/2020, Filtered by (Bank Account(s) IN ('COUNTY'), Source = N, Pay To = N, Payment Method = C, Check Status(s) IN ('O'), Summary? = N, Sort/Group = O, Further Sort by = N)

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Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000081, Dated 02/20/2020 (continued)					
20084706	2,510.46	Printed	010		LOPEZ,MARIA C. (000539/1)
20084707	2,760.00	Printed	010		M and M PUMP AND METAL FABRICA (000267/1)
20084708	82.09	Printed	010		MIGUEL MATA (000496/1)
20084709	1,080.00	Printed	010		NATIONAL ASSOCIATION (000853/1)
20084710	1,889.75	Printed	010		QUILL CORP (000318/1)
20084711	139.11	Printed	010		R S D (000320/1)
20084712	475.00	Printed	010		RABOBANK (000321/1)
20084713	5,712.73	Printed	010		RABOBANK NA (000322/2)
20084714	1,477.58	Printed	010		RESCHERT, JOHN (000715/1)
20084715	274.14	Printed	010		ROMANS WATER (000331/1)
20084716	582.00	Printed	010		RUIZ,CELSO (000576/1)
20084717	2,500.00	Printed	010		SAN DIEGO CO OFFICE OF EDUCATI (000334/1)
20084718	150.00	Printed	010		SCHOOL PATHWAYS LLC (000348/1)
20084719	287.00	Printed	010		SCOTT ELECTRIC (000354/1)
20084720	8,868.69	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20084721	216.50	Printed	010		Sports Savvy, Inc (000860/1)
20084722	508.79	Printed	010		SUNBELT RENTALS (000379/1)
20084723	10,473.50	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20084724	55.64	Printed	010		The Library Store (000865/1)
20084725	263.67	Printed	010		THYSSENKRUPP ELEVATOR CORP (000706/1)
20084726	199.37	Printed	010		UNFIRST CORPORATION (000727/1)
20084727	137.40	Printed	010		Velazquez, Gerardo (000795/1)
20084728	409.56	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
20084729	766.75	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
20084730	450.82	Printed	010		WELLS, JOHN PAUL (000719/1)
20084731	280.00	Printed	010		ZAMORAS BACKFLOW (000444/1)

Org Summary

Holtville Unified School District

Check #

20084671 through

20084731 Total Count

61

\$471,767.16

Register 000082 - 02/27/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000082, Dated 02/27/2020

20086091	369.86	Printed	010		A T & T (000008/1)
20086092	318.35	Printed	010		ACOSTA, FERNANDO (000502/1)
20086093	58.10	Printed	130		ALSCO AMERICAN LINEN (000024/1)
20086094	225.13	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20086095	1,627.01	Printed	010		BALFOUR (000054/1)
20086096	490.00	Printed	010		CABE (000072/1)
20086097	3,121.83	Printed	010		CALIBER SCREENING (000075/1)
20086098	320.00	Printed	010		CENTRAL UNION HIGH DISTRICT (000614/1)
20086099	84.29	Printed	010		CHIMITS, SAMANTHA (000793/1)
20086100	13.20	Printed	010		COUNTY MOTOR PARTS (000111/2)
20086101	206.42	Printed	010		D LUPITAS RESTAURANT (000119/1)
20086102	2,204.21	Printed	010		DELL MARKETING LP (000126/1)
20086103	1,756.00	Printed	010		DEPT OF TOXIC SUBSTANCE CONTRO (000132/1)
20086104	55.30	Printed	130		FBC OF HENDERSON LLC (000154/1)
20086105	318.35	Printed	010		FOSS, MICHELE (000869/1)
20086106	402.21	Printed	010		FRANCOS AUTO-ELECTRICAL (000626/1)
20086107	318.35	Printed	010		GALLEGOS,GRISelda (000527/1)
20086108	74.70	Printed	010		GARCIA-MENDOZA, CHELSEA (000628/1)
20086109	263.68	Printed	010		GAS COMPANY (000172/1)
20086110	82.52	Printed	010		GEORGES PIZZA (000177/1)
20086111	318.35	Printed	010		HERRERA,SELENIA (000537/1)
20086112	1,252.08	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20086113	52.78	Printed	010		HOLTVILLE TACO SHOP (000199/1)
20086114	150.00	Printed	010		ICOE (000210/1)
20086115	596.00	Printed	010		IMPERIAL COUNTY PUBLIC HEALTH (000219/1)
20086116	5.12	Printed	010		IMPERIAL STORES (000225/1)
20086117	495.00	Printed	250		Jack Schreder & Associates (000824/1)
20086118	83.27	Printed	010		LA BRUCHERIE IRRIGATION SUPPLY (000260/1)
20086119	87.64	Printed	010		LOPEZ,MARIA C. (000539/1)
20086120	16.00	Printed	010		MCALPINE, LORI (000555/1)
20086121	53.84	Printed	010		MCALPINE,LEIGH (000556/1)
20086122	834.63	Printed	010		PEREZ-MORENO, LUPE (000563/1)
20086123	220.00	Printed	010		PSAT NMSQT (000317/1)
20086124	973.50	Printed	010		QUILL CORP (000318/1)
20086125	564.63	Printed	010		RABOBANK NA (000322/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 02/27/2020, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

Generated for Shelli Kirschner (SKIRSCHNER), Feb 26 2020

3:49PM

Register 000082 - 02/27/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000082, Dated 02/27/2020 (continued)

20086126	318.35	Printed	010		RAMOS, PATRICIA (000578/1)
20086127	121.27	Printed	010		ROMANS WATER (000331/1)
20086128	44.29	Printed	010		SC FUELS (000364/1)
20086129	1,497.84	Printed	010		SCHOOL HEALTH CORPORATION (000344/1)
20086130	1,368.54	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20086131	2,312.01	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20086132	9,044.32	Printed	010		SHI SOFTWARE (000358/1)
20086133	310.07	Printed	010		SOUTHEAST LOCK SUPPLY LLC (000862/1)
20086134	451.47	Printed	010		SOUTHWEST SCHOOL and OFFICE SU (000369/1)
20086135	125.65	Printed	010		Sprint Communication Company (000816/2)
20086136	318.35	Printed	010		STIFF, LOVETTE (000590/1)
20086137	4,077.91	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20086138	318.35	Printed	010		TERRILL, TIFFANY (000588/1)
20086139	10.00	Printed	010		TORALES, EMMANUEL (000820/1)
20086140	428.67	Printed	010		US AIR CONDITIONING DISTRIBU (000411/1)
20086141	597.56	Printed	010		VANACKER, CHAD (000584/1)
20086142	564.00	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
20086143	16.00	Printed	010		VILLAPUADA, JOSE (000624/1)

39,937.00

Number of Items

53 Totals for Register 000082

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 02/27/2020, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Holtville Unified School District

Check #

20086091 through

20086143 Total Count

53

\$39,937.00

Register 000083 - 03/05/2020

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000083, Dated 03/05/2020					
20087171	1,366.58	Printed	010		A T & T (000008/1)
20087172	287.22	Printed	010		ALSCO AMERICAN LINEN (000024/1)
20087173	580.95	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
20087174	5,100.00	Printed	010		AVID CENTER (000050/2)
20087175	91.30	Printed	010		BSN SPORTS (000067/1)
20087176	3,920.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
20087177	1,681.35	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
20087178	2,766.42	Printed	010		CURRICULUM ASSOCIATES (000116/2)
20087179	36.00	Printed	010		David West (000758/1)
20087180	990.00	Printed	010		DAVID WEST INSURANCE (000121/1)
20087181	1,038.23	Printed	130		DOMINOS PIZZA (000142/1)
20087182	55.30	Printed	130		FBC OF HENDERSON LLC (000154/1)
20087183	462.85	Printed	130		FULTON DISTRIBUTING CO (000168/1)
20087184	712.75	Printed	010		GEORGES PIZZA (000177/1)
20087185	12,048.75	Printed	010		GREAT MINDS (000185/1)
20087186	15.04	Printed	010		H B PETROLEUM IN C (000189/1)
20087187	1,525.25	Printed	010		HARRISON, PATRICA (000523/1)
20087188	1,595.20	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
20087189	1,106.50	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
20087190	3,750.00	Printed	010		IMAGINE LEARNING (000213/2)
20087191	435.12	Printed	010		IMPERIAL TRUCK CENTER (000620/2)
20087192	460.00	Printed	010		JADE SECURITY SYSTEMS (000240/1)
20087193	32.57	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
20087194	139.15	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087195	156.47	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087196	157.42	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087197	9.89	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087198	196.90	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087199	185.81	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087200	236.18	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087201	114.86	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087202	40.37	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087203	66.96	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087204	206.64	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087205	172.82	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 03/05/2020, 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 000083 - 03/05/2020

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000083, Dated 03/05/2020 (continued)					
20087206	87.79	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087207	2,339.92	Printed	010		KONICA MINOLTA BUSINESS USA (000642/2)
20087208	774.00	Printed	215		LANDMARK CONSULTANTS, INC (000717/1)
20087209	112.70	Printed	010		LOPEZ, MARIA C. (000539/1)
20087210	555.00	Printed	010		MEDICAL EYE SERVICES (000276/1)
20087211	57.98	Printed	010		PERMA BOUND (000304/1)
20087212	2,009.74	Printed	010		PITNEY BOWES PURCHASE POWER (000308/1)
20087213	119.00	Printed	010		PSAT/NMSQT (000107/2)
20087214	182.04	Printed	010		QUILL CORP (000318/1)
20087215	3,451.11	Printed	010		RIDDELL ALL AMERICAN (000739/1)
20087216	193.43	Printed	010		ROMANS WATER (000331/1)
20087217	501.75	Printed	010		RUIZ, CELSO (000576/1)
20087218	456.00	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
20087219	5,459.02	Printed	130		SHAMROCK FOODS COMPANY (000356/1)
20087220	3,868.01	Printed	010		SHI SOFTWARE (000358/1)
20087221	151,727.42	Printed	010		SISC I (000361/1)
20087222	25.99	Printed	130		SMART and FINAL (000362/1)
20087223	279.14	Printed	010		SPARKLETT'S WATERS (000370/1)
20087224	4,260.37	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
20087225	274.26	Printed	010		THE LIBRARY STORE (000388/1)
20087226	320.00	Printed	010		Tom A Brady and Sons Inc (000394/1)
20087227	205.72	Printed	010		UNFIRST CORPORATION (000727/1)
20087228	6.24	Printed	010		UPS (000409/1)
20087229	1,176.37	Printed	010		Verizon Wireless Services LLC (000422/1)
20087230	3,595.00	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
20087231	391.00	Printed	130		VILLALOBOS, CLAUDIA (000783/1)
20087232	4,590.81	Printed	010		VISION SERVICE PLAN (000424/1)
20087233	12,125.67	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
20087234	90.51	Printed	010		WAXIE SANITARY SUPPLY (000429/1)
20087235	160.42	Printed	010		WESTAIR GASES and EQUIPMENT (000432/1)
20087236	15,000.00	Printed	215		WPNA ARCHITECTURE (000794/1)

256,137.26

Number of Items

66 Totals for Register 000083

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 03/05/2020, Filtered by (Source = A, Pay To = N,
Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

030 - Holtville Unified School District

Generated for Shelli Kirschner (SKIRSCHNER), Mar 4 2020

3:36PM

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Org Summary

Holtville Unified School District

Check #

20087171 through

20087236 Total Count

66

\$256,137.26

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2019/20
DATE: MARCH 9, 2020

The Board is requested to approve the following Classified Employment:

1. Janet Castillo	Pupil Supervisor	Finley
2. Noemi Gallegos	Paraprofessional	Finley
3. Irene Trujillo	Substitute Custodian	District
4. Carolina Espinoza	Substitute Custodian	District
5. Jose Luis Lopez	Substitute Groundsman	District
6. Ramon Sandoval	Maintenance Temporary Staff	HMS

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: COACHING RESIGNATION
DATE: MARCH 9, 2020

The Board is requested to accept the following Coaching Resignation:

- A)
- | | | |
|---------------------|--------------------|-----|
| 1. Samantha Chimits | Cheerleading Coach | HHS |
|---------------------|--------------------|-----|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED RESIGNATION
DATE: MARCH 9, 2020

The Board is requested to accept the following Certificated Resignation:

- A)
- | | | | |
|---------------------|---------|-----|------------------|
| 1. Elizabeth Zamora | Teacher | HHS | Effective 6/5/20 |
|---------------------|---------|-----|------------------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RESIGNATION
DATE: MARCH 9, 2020

The Board is requested to accept the following Classified Resignation:

A)

1. Alyssa Phillips

Paraprofessional

Finley

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: COACHES FOR 2019-20 SCHOOL YEAR
DATE: MARCH 9, 2020

The Board is requested to approve the following Spring Sports Coaches:

1. James Murray Anderson	Girls A-Team Basketball Coach	Pine
2. Marely Garcia	Girls B-Team Basketball Coach	Pine
3. Michael Goodsell	Girls A-Team Basketball Coach	HMS
4. Brody Garcia	Girls B-Team Basketball Coach	HMS
5. Jason Turner	Flag Football A Team Coach	HMS
6. Pete Alderete	Flag Football B Team Coach	HMS
7. Gerardo Lara	Head Track & Field Coach	HHS
8. Chad Van Acker	Assistant Track & Field Coach	HHS
9. Gerardo Lara Jr.	Volunteer track & Field Coach	HHS
10. Benny Carter	Varsity Baseball Coach	HHS
11. James Bentley	Assistant Baseball Coach	HHS
12. Jon Ayon	Assistant Baseball Coach	HHS
13. Melissa Snyder	Head Softball Coach	HHS
14. Keriann Johnston	Assistant Baseball Coach	HHS
15. Aimee Walker	Assistant Softball Coach	HHS
16. Katelyn Smith	Assistant Softball Coach	HHS
17. Christina Croak	Head Swimming Coach	HHS
18. Richard McClure	Assistant Swimming Coach	HHS
19. Jon Reschert	Head Boys Golf Coach	HHS
20. George McClure	Head Boys Tennis Coach	HHS
21. Samantha Williams	Girls Softball Coach	Pine
22. Lee Quarcelino	Boys Basketball Coach	Pine
23. Lee Quarcelino	Co-Ed Flag Football Coach A-Team	Pine
24. Brian Phillips	Co-Ed Flag Football Coach B-Team	Pine

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED MANAGEMENT/CONFIDENTIAL RETIREMENT
DATE: MARCH 9, 2020

The Board is requested to accept the following Classified Management/Confidential Retirement:

- A)
- | | | | |
|---------------|---------------|----------|-------------------|
| 1. Linda Wood | Payroll Clerk | District | Effective 3/13/20 |
|---------------|---------------|----------|-------------------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: EXTRA DUTY ASSIGNMENTS
DATE: MARCH 9, 2020

The Board is requested to accept the following Extra Duty Assignments:

A)

1. Gabriel Ponce	Independent Studies Teacher	HHS
------------------	-----------------------------	-----

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED LEAVE OF ABSENCE
DATE: MARCH 9, 2020

The Board is requested to accept the following Certificated Leave of Absence:

A) 1. Sandra Duran Teacher Finley

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS



GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT

Between SCHOOL INNOVATIONS & ACHIEVEMENT And HOLTVILLE UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2020, (the "Agreement") is made by and between Holtville Unified School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term.** This Agreement begins July 1, 2020 (the "Effective Date"). The first year of the Agreement will be July 1, 2020 through June 30, 2021. Each subsequent year will begin on July 1st and end on June 30th. The initial term of this Agreement (the "Initial Term") shall be three (3) years and shall automatically renew for successive three (3) year terms (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Exhibit A, Section 3.

Notwithstanding the foregoing, the Term shall be automatically extended for three (3) years from the effective date of any Addendum to this Agreement and all terms and conditions of this Agreement shall remain in effect for the duration thereof.

2. **Base Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:
 - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;

- (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Term.
- (b) Hold training sessions for District’s staff during the Agreement Term, as necessary or appropriate (as reasonably determined by SI&A);
 - (c) Conduct interviews with District staff and document processes regarding mandate programs;
 - (d) Conduct a review of the District’s Comprehensive School Safety Plan to determine areas of deficiency and training needs;
 - (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
 - (f) Monitor District’s mandated cost tracking systems;
 - (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Term;
 - (h) Serve as a liaison with the State Controller’s Office and Commission regarding
 - (i) statewide cost estimate request responses, and (ii) general questions from the State Controller’s Office;
 - (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A’s assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

3. **District’s Obligations.**

- 3.1 **District Responsibilities and Obligations.** District shall be responsible for the following:
- (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and
 - (b) maintaining original supporting documents for a period of four (4) years after the State’s first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District’s personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A’s inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 For Districts that Elect the Mandate Block Grant. The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. California False Claims Act. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, above, District agrees to pay SI&A \$7,500 annually.

5.2 Payment Plan. The Fee is payable as follows:

	<u>Year 1</u>	<u>Years 2 and beyond</u>
	<u>07/01/2020-06/30/2021</u>	<u>July 1st to June 30th for fiscal years 2021/2022 and beyond</u>
	Due 07/01/2020	Due July 1st of years 2021 and beyond
Standard Annual Fee	\$7,500	\$7,500

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.


6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

Signature: 
Date Signed: 1/25/2020
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

DISTRICT:

**HOLTVILLE UNIFIED SCHOOL
DISTRICT**

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than sixty (60) days prior to expiration of the current Term (Initial or Successive) within the Agreement Term. The effective date of termination shall be the expiration of such current Term of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Holtville Baseball 2020

Date	Day	Opponent	Site	Time
2-27	Thursday	Lefty Martin Tourney - Castle Park	Away	3:00 PM
2-28	Friday	Lefty Martin Tourney - San Luis	Home	3:00 PM
2-29	Saturday	Lefty Martin Tourney - Calipat	Away	11:00 AM
3-5	Thursday	Yuma	Away	4/6pm (AZ time)
3-6	Friday	Calexico	Home	3/6pm
3-10	Tuesday	Calexico	Away	4/7pm
3-12	Thursday	Laughlin Tourney - Kingman Academy	RVHS Field 1	8:00 AM
3/12	Thursday	Laughlin Tourney -Many Farms	RVHS Field 2	10:00 AM
3/13	Friday	Laughlin Tourney -Chino Valley	RVHS Field 2	8:00 AM
3-13	Friday	Laughlin Tourney -Pahrump	Needles HS	12:00 PM
3-14	Saturday	Laughlin Tourney -MALC	Needles HS	8:00 AM
3-17	Tuesday	Southwest	Home	4/7pm
3-20	Friday	Southwest	Away	4/7pm
3-24	Tuesday	Imperial	Away	4/7pm
3-27	Friday	Imperial	Home	4/7pm
3-31	Tuesday	Central	Home	4/7pm
4-2	Thursday	Central	Away	4/7pm
4-4	Saturday	Sand Diego HS	@ Central	4:00 PM
4-7	Tuesday	San Luis (AZ)	Home	3pm both games
4-8	Wednesday	Lefty Martin Tourney - Calipatria	Home	7:00 PM
4-21		BYE		
4-24	Friday	Calpatria	Away	4/7PM
4-28	Tuesday	Palo Verde (City Field)	Away	4/7pm
5-1	Friday	Palo Verde	Home	4/7pm
5-5	Tuesday	Brawley	Home	4/7pm
5-7	Friday	Brawley	Away	4/7pm

Holtville Softball

Date	Day	Opponent	Site	Time
2-21	Friday	Bayfront Charter	Home	3:00 PM
2-24	Monday	Serra HS	Away	3:00 PM
2-26	Wednesday	Kearny HS	Away	3:00 PM
2-28	Friday	Montgomery	Home	3:00 PM
3-5	Thursday	Yuma	Away	2pm(V)/4pm (JV) AZ
3-10	Tuesday	Bayfront Charter	Away	4:00 PM
3-11	Wednesday	La Jolla	Home	4:00 PM
3/13	Friday	Morse	Home	4:00 PM
3-16	Monday	Monte Vista	Away	4:00 PM
3-17	Tuesday	Imperial	Home	4/6:30PM
3-19	Thursday	Kofa	Away	4:00:00 PM (JV/V)
3-20	Friday	Central	Away	4/6:30PM
3-26	Thursday	San Luis	Away	4:00:00 PM (JV/V)
3-27	Friday	Palo Verde	Away	JV-1pm/ V-3:30pm
3-28	Saturday	JV Tournament @ Southwest	Away	TBD
3-31	Tuesday	Brawley	Away	4/6:30PM
4-1	Wednesday	Southwest	Away	3:30pm (JV/V)
4-3	Friday	Calexico	Home	4/6:30PM
4-4	Saturday	JV Tournament @ Southwest	Away	TBD
4-7	Tuesday	Calexico	Away	4/6:30pm
4-21	Tuesday	Southwest	Home	3:30pm (JV/V)
4-24	Friday	Imperial	Away	4/6:30PM
4-27	Monday	Monte Vista	Away	4:00 PM
4-28	Tuesday	Central	Home	4/6:30PM
5-5	Tuesday	Palo Verde	Home	3:30 PM
5-7	Thursday	Brawley	Home	4/6:30PM

HOLTVILLE BOYS GOLF 2020

Date	Day	Opponent	Site	Time
2-21	Friday	Borrego Springs	Away	2:00 PM
2-24	Monday	Palo Verde (plus JV)	Away	2:00 PM
2-26	Wednesday	Central, Borrego	BWCC	2:00 PM
2-28	Friday	Vincent	BWCC	2:00 PM
3-4	Wednesday	Imperial	Del Rio	2:00 PM
3-6	Friday	Imperial	BWCC	2:00 PM
3-10	Tuesday	Vincent Memorial	BWCC	2:00 PM
3-13	Friday	Antelope (AZ)	Away	3pm (AZ time)
3-17	Tuesday	Palo Verde	Away	1:00 PM
3-20	Friday	Antelope	BWCC	2:00 PM
3-25	Wednesday	Brawley	BWCC	3:00 PM
3-27	Friday	Palo Verde	BWCC	3:00 PM
3-31	Tuesday	Central	BWCC	3:00 PM
4-2	Thursday	Imperial	Del Rio	2:00 PM
4-6	Monday	Southwest	BWCC	3:00 PM
4-8	Wednesday	Brawley	Del Rio	3:00 PM
4-21	Tuesday	Palo Verde	Away	
4-24	Friday	Central, Borrego	De Anza	2:00 PM
4-28	Tuesday	Imperial	BWCC	3:00 PM
4-30	Thursday	Southwest	BWCC	3:00 PM
5-1	Friday	IVL Individual	De Anza	1:00 PM

Holtville Swim 2020

Date	Day	Opponent	Site	Time
3-10	Tuesday	Calexico	Away	3:30 PM
3-12	Thursday	Southwest/Vincent	Calipat	3:30 PM
3-17	Tuesday	Brawley	Away	3:15 PM
3-19	Thursday	Imperial	IVC	3:15 PM
3-26	Thursday	Central	Away	4:00 PM
3-31	Tuesday	Brawley	Calipat	3:30 PM
4-7	Tuesday	Palo Verde	Holtville	4:00 PM
4-21	Tuesday	Calipat	Holtville	4:00 PM
4-23	Thursday	Central	Away	4:00 PM
4/25	Saturday	Last Chance Invitational	Brawley	8:30 AM
4-30	Thursday	IVL Finals	Brawley	1:00 PM
5-7	Thursday	CIF Prelims	Granite Hills	3:00 PM

Holtville Track & Field 2020

Date	Day	Opponent	Site	Time
3-5	Thursday	Palo Verde	Away	4:00 PM
3-14	Saturday	Desert Classic Relays	Central	9:00 AM
3-19	Thursday	Imperial	Away	4:00 PM
3-26	Thursday	Brawley	Away	4:00 PM
4-2	Thursday	Southwest	Away	4:00 PM
4-9	Thursday	Calexico	Away	4:00 PM
4-11	Saturday	Arnie Robinson Invitational	Mesa College	TBD
4-23	Thursday	Central	Away	4:00 PM
4-30	Thursday	BYE		
5/5	Tuesday	IVL Prelims	TBD	4:00 PM
5-7	Thursday	IVL Finals	Imperial	4:00 PM

Holtville Boys Tennis 2020

Date	Day	Opponent	Site	Time
3-10	Wednesday	Vincent	Home	4:00 PM
3-11	Wednesday	Brawley	Home	4:00 PM
3-16	Monday	Calexico	Home	4:00 PM
3-18	Wednesday	Southwest	Away	4:00 PM
3-23	Monday	Central	Away	4:00 PM
3-30	Monday	Brawley	Away	4:00 PM
4-1	Wednesday	Calexico	Away	3:15 PM
4/6	Monday	Southwest	Home	4:00 PM
4-8	Wednesday	Central	Home	4:00 PM
4-20	Monday	Vincent	Home	4:00 PM
5-4	Monday	IVL Prelims	Southwest	TBD
5-6	Wednesday	IVL Finals	Southwest	TBD

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OUT OF STATE AND OVERNIGHT TRIPS
DATE: MARCH 9, 2020

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

1) HHS Baseball	March 5, 2020	Yuma, Az.
2) HHS Baseball	March 12-14, 2020	Laughlin, Nv.
3) HHS Softball	March 5, 2020	Yuma, Az.
4) HHS Softball	March 19, 2020	Yuma, Az.
5) HHS Softball	March 26, 2020	San Luis, Az.

Obsolete items at HHS

	DESCRIPTION	MODEL	SERIA NUMBER
1.-	Printer	HP Laser Jet P1606dn	VND3C43181
2.-	Printer	HP Laser Jet P1606dn	VNB3N72792
3.-	CPU	Dell Dimension 5150	6QPYR91
4.-	CPU	LENOVO ThinkCenter	LKGWKRC
5.-	CPU	LENOVO ThinkCenter	LKGWKLF
6.-	CPU	Dell Dimension L600cx	FF93701
7.-	MONITOR	PRINCETON VL1916	WCCD4601691
8.-	CARD PRINTER	EVOLIS Pebble 3	P51624909
9.-	DYMO	LABEL WRITER DYMO	93089-2316861
10.-	CPU	DELL GX270	BXDL351
11.-	CPU	Dell Dimension 3000	53J6971
12.-	CPU	Dell OPTIPLEX 320	DF965D1
13.-	CPU	Dimension 3000	872KL81
14.-	CPU	Dimension GX260	9YX6L21
15.-	CPU	HP Compaq dc 7900	2UAD130T20
16.-	CPU	HP Compaq	MXM61401LF
17.-	CPU	Lenovo3000 Jsense	LX06863
18.-	Monitor	Dell E7735	MX-0YB52-47605-468-BW65
19.-	Monitor	Dell E7735	MX-0Y352-47605-468-BY18
20.-	Printer	HP Deskjet 5650	MY5AQ5P1HT
21.-	Printer	HP Deskjet 5650	MY5885P6G1
22.-	Printer	HP Deskjet 5650	MY5AQ5P2MH
23.-	Projector	MITSUBISHI XD250U	3312
24.-	Computer	MAC 20"	W87048FWUV
25.-	Speakes	Logitech	880-000803
26.-	Speakers	Yamaha	Z0396280VX
27.-	Monitor	Compaq	S/N
28.-	CPU	Lenovo ThinkCenter	LKGWKFA
29.-	CPU	Lenovo ThinkCenter	LKGWKHT
30.-	MONITOR	ACER 17"	ETLCA0202182900A154101
31.-	CPU	LEVONO	LKGWKDY
32.-	INK	HP(2100/2200) 96A	8
33.-	INK	IRC2550/C2880 CANON GPR-23	1
34.-	INK	IRC2550/C2880 YELLOW	1
35.-	INK	IRC3080/C3380 CYAN	1
36.-	INK	IRC3480/C3580 BLACK	1
37.-	INK	IRC2550/C2880 MAGENTA	1
38.-	MONITOR	Optquest	Q4A063243630
39.-	MONITOR	Optquest	Q4AD63243631
40.-	CPU	OPTIPLEX 6X270	GYDL351
41.-	CPU	HP	2UAQ0130T1R
42.-	MONITOR	Gatway	M2K77
43.-	TECLADO	Lenovo	1541A50390153409C
44.-	TECLADO	Dell	CN-07N2442-71616-44F-07RI

45.-	TECLADO	Dell	CN-04N454-37172-42E-N132
46.-	CPU	HP	2UA0130T14
47.-	TECLADO	Dell	CN-07N242-71616-44F-09UB
48.-	TECLADO	Dell	CN-04N454-37172-42E-M745
49.-	TECLADO	Lenovo	1541A50390154554C
50.-	MONITOR	Samsung	HA19HCHL31207IE
51.-	MONITOR	Compaq	CNN4090BOD
52.-	MONITOR	Dell	CN-OCC639-72872-6LG-3G9T
53.-	MONITOR	Dell	MY-082GN-46632-OAI-8125
54.-	MONITOR	Dell	MX-0Y1352-4705-468-BWGZ
55.-	MONITOR	Dell	MX-0Y1352-47605-468-BWGZ
56.-	CPU	DELL	FYDL351
57.-	PRINTER	HP	MY5AQ5P2MC
58.-	CPU	HP	GFDM32260949A
59.-	PRINTER	HP	MX09D1W19Z
60.-	CPU	DELL	493BL01
61.-	MONITOR	DELL	CN-ODY840-46633-74A-21RU
62.-	MONITOR	DELL	MY-082CGN-46632-OAL-209Q
63.-	PRINTER	HP	MX09D1W19P
64.-	PRINTER	HP	MX09B1V1SJ



8 Pricing

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends at least 10% contingency for project for any unforeseen add, move and changes
- GigaKOM recommends at least 25% contingency for possible China tariff charges
- Products provided are original products procured directly from Manufacturer and or Manufacturer Authorized Distribution



GIGAKOM

9245 Activity Road, Suite 105
San Diego, CA 92126
Phone: 858-769-5411 -
5411 Fax: 858-565-2443

E2020 - T0045XA -
Switches, UPS
Battery

Number: **TK-1300**

Date: **02/25/2020**

Bill To:

Anthony Martinez
Holtville Unified School District
621 East Sixth Street
Holtville, CA 92250
Phone: (760)356-2974
Email: Tmartinez@husd.net

Ship To:

Anthony Martinez
Holtville Unified School District
621 East Sixth Street
Holtville, CA 92250
Phone: (760)356-2974
Email: Tmartinez@husd.net

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
Finley Elementary School						
*1	SMT1500RM2UNC		SMART UPS 1500VA LCD RM 120V NTWK CARD Mfr:	\$ 891.00	4	\$ 3,564.00
*2	JL075A		ARUBA 3810M 16SFP+ 2 SLOT SWCH Mfr:	\$ 4,927.11	1	\$ 4,927.11
*3	JL085A#ABA		ARUBA X371 12VDC 250W PS Mfr:	\$ 224.10	1	\$ 224.10
*4	Tax 7.75%		Tax 7.75% Mfr:	\$ 675.43	1	\$ 675.43

Group Total \$ 9,390.64

Holtville High School

HQ: 9245 Activity Road, Suite 105 | San Diego, CA 92126 | Phone: 858-769-5408 | Fax: 858-565-2453

**GIGAKOM**

9245 Activity Road, Suite
105
San Diego, CA 92126
Phone: 858-769-5411 -
5411 Fax: 858-565-2443

E2020 - T0045XA -
Switches, UPS
Battery

Number: **TK-1300**

Date: **02/25/2020**

*5	SMT1500RM2UNC	SMART UPS 1500VA LCD RM 120V NTWK CARD Mfr:	\$ 891.00	4	\$ 3,564.00
*6	JL075A	ARUBA 3810M 16SFP+ 2 SLOT SWCH Mfr:	\$ 4,927.11	1	\$ 4,927.11
*7	JL085A#ABA	ARUBA X371 12VDC 250W PS Mfr:	\$ 224.10	1	\$ 224.10
*8	Tax 7.75%	Tax 7.75% Mfr:	\$ 675.43	1	\$ 675.43
Group Total					\$ 9,390.64
Sam Webb High School					
*9	SMT1500RM2UNC	SMART UPS 1500VA LCD RM 120V NTWK CARD Mfr:	\$ 891.00	2	\$ 1,782.00
*10	Tax 7.75%	Tax 7.75% Mfr:	\$ 138.10	1	\$ 138.10
Group Total					\$ 1,920.10
Holtville Middle School					
*11	JL075A	ARUBA 3810M 16SFP+ 2 SLOT SWCH Mfr:	\$ 4,927.11	1	\$ 4,927.11
*12	JL085A#ABA	ARUBA X371 12VDC 250W PS Mfr:	\$ 224.10	1	\$ 224.10
*13	Tax 7.75%	Tax 7.75% Mfr:	\$ 399.22	1	\$ 399.22

**GIGAKOM**

9245 Activity Road, Suite
105
San Diego, CA 92126
Phone: 858-769-5411 -
5411 Fax: 858-565-2443

E2020 - T0045XA -
Switches, UPS
Battery

Number: **TK-1300**

Date: **02/25/2020**

Group Total \$ 5,550.43

Freedom Academy of Imperial Valley

*14 SMT1500RM2UNC SMART UPS 1500VA LCD RM 120V
NTWK CARD
Mfr: \$ 891.00 1 **\$ 891.00**

*15 Tax 7.75% Tax 7.75%
Mfr: \$ 69.05 1 **\$ 69.05**

Group Total \$ 960.05

Pine Elementary School

*16 SMT1500RM2UNC SMART UPS 1500VA LCD RM 120V
NTWK CARD
Mfr: \$ 891.00 3 **\$ 2,673.00**

*17 Tax 7.75% Tax 7.75%
Mfr: \$ 207.16 1 **\$ 207.16**

Group Total \$ 2,880.16

17 item(s)

Sub-Total \$ 30,092.02

Tax @ 0% \$ 0.00

Freight \$ 0.00

Total \$ 30,092.02

Recommended Products & Accessories

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	JL086A#ABA	ARUBA X372 54VDC 680W PS Mfr:	\$ 302.92	1	\$ 302.92

Quote Valid Until: 07/01/2020

Payment Details

Pay by: Company PO
Payment Term Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground

Terms and Conditions

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936, DIR Registration: 1000003984
1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.

HQ: 9245 Activity Road, Suite 105 | San Diego, CA 92126 | Phone: 858-769-5408 | Fax: 858-565-2453

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT**

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
2020 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000 TO
REFUND OUTSTANDING GENERAL OBLIGATION BONDS AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

RESOLUTION NO. 2019/20-007

WHEREAS, the Holtville Unified School District (the "District") previously caused the issuance of its \$980,000 aggregate principal amount of Holtville Unified School District General Obligation Bonds, Election of 2002, Series 2012 on November 20, 2012 (the "Prior New Money Bonds"), as current interest bonds; and

WHEREAS, the District previously caused the issuance of its \$2,065,000 aggregate principal amount of Holtville Unified School District 2012 General Obligation Refunding Bonds, on November 20, 2012 (the "Prior Refunding Bonds" and together with the Prior New Money Bonds, the "Prior Bonds"), as current interest bonds; and

WHEREAS, the Prior Bonds are subject to optional redemption in advance of maturity; and

WHEREAS, in order to realize savings for taxpayers in the District, the District has determined at this time to issue its Holtville Unified School District 2020 General Obligation Refunding Bonds, in one or more series on a taxable or tax-exempt basis, in an aggregate principal amount not to exceed \$2,500,000 (the "Refunding Bonds"), to refund, on an advance basis, the outstanding Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of the Refunding Bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds; and

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

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves in this resolution (the "Resolution") as follows:

SECTION 1. *Recitals.* The foregoing recitals are true and correct.

SECTION 2. *Authorization.*

(a) General. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds, in one or more series, on a taxable or tax-exempt basis in the aggregate principal amount of not to exceed \$2,500,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the Refunded Bonds.

(b) Savings. As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. Prior to the issuance of the Refunding Bonds, the District shall receive confirmation from its financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

SECTION 3. *Approval of Paying Agent Agreement.* The Board hereby authorizes the issuance of the Refunding Bonds pursuant to the terms hereof, the Bond Law, and a Paying Agent Agreement, by and between the District and Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunding Bonds (the "Paying Agent"), in substantially the form on file with the Clerk of the Board (the "Paying Agent Agreement"), which is incorporated herein and hereby approved. The President of the Board, the Secretary to the Board, the Clerk of the Board, the Superintendent and the Chief Business Official (each, an "Authorized Officer") are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with said additions thereto (including the insertion of the purchaser, maturity dates, principal amounts and interest rates of the Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer. The Board hereby authorizes the issuance of the Bonds pursuant to the terms of the Paying Agent Agreement, and the performance by the District of its obligations under the Paying Agent Agreement.

SECTION 4. *Sale of Refunding Bonds.* The Board hereby authorizes the Refunding Bonds to be privately placed on a negotiated basis pursuant to the terms a Bond Purchase Agreement, in substantially the form on file with the Clerk of the Board (the "Bond Purchase Agreement"), together with any changes therein or additions approved by an Authorized Officer. An Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District; provided that the principal amount of the Refunding Bonds does not exceed \$2,500,000, the final maturity date of the Refunding Bonds does not exceed the final maturity date of the Refunded Bonds, the annual interest rate of the Refunding Bonds shall be at a fixed rate and shall not exceed 6.0% per annum, and the savings requirement identified in Section 2(b) hereof shall have been satisfied.

SECTION 5. *Approval of Escrow Agreement.* The Prior Bonds shall be refunded in accordance with the provisions of an Escrow Agreement between the District and an escrow bank identified therein (the "Escrow Agreement"). The Board hereby approves the Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by an Authorized Officer, and the execution thereof by an Authorized Officer will be conclusive evidence of the approval of any

such changes or modifications. An Authorized Officer is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the date of delivery of the Refunding Bonds.

SECTION 6. *Approval of Official Actions to Close Transaction.* The Authorized Officers are each alone 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 Refunding Bonds, including specifically a contract for professional services with Jones Hall, A Professional Law Corporation, as bond counsel, Isom Advisors, A Division of Urban Futures, Inc., as financial advisor, and The Bank of New York Mellon Trust Company N.A., as paying agent, the proposed forms of contracts between the District and such firms being on file with the Superintendent. Any such action previously taken by an Authorized Officer is hereby ratified. 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 in the case such officer shall be absent or unavailable.

SECTION 8. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 9th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Holtville Unified School District

ATTEST:

Secretary to the Board of Trustees
Holtville Unified School District

APPENDIX A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the underwriter and financial advisor, which has provided to the District in good faith:

- (A) True interest cost of the Bonds: 2.550261%
- (B) Finance charge of the Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$85,201.40
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,252,045.45
- (D) Total payment amount through maturity: \$2,799,278

**Imperial County Office of Education
Summary of Audit Proposal - June 30, 2020, 2021, 2022**

Proposed cost of services by individual district, Fiscal Year 2019-20 Audit Contract

**Estimated Firm Figure as to the cost of the audit that could be reduced but not increased for each school district listed below:*

Christy White Associates		Single Year		Multiyear						Optional
School District	ADA	June 30, 2020		June 30, 2020		June 30, 2021		June 30, 2022		Bond Audit
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Holtville Unified	1,513	\$8,220	\$8,220	\$8,220	\$8,220	\$8,220	\$8,220	\$8,220	\$8,220	*/**

Wilkinson Hadley King & Co., LLP		Single Year		Multiyear						Optional
School District	ADA	June 30, 2020		June 30, 2020		June 30, 2021		June 30, 2022		Bond Audit
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Holtville Unified	1,513		\$11,900		\$11,900		\$12,100		\$12,300	

Clifton Larson Allen LLP		Single Year		Multiyear						Optional
School District	ADA	June 30, 2020		June 30, 2020		June 30, 2021		June 30, 2022		Bond Audit
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Holtville Unified	1,513	\$54,600		\$47,250	\$54,600	\$48,195	\$55,692	\$49,159	\$56,806	\$8,000

Harshwal & company LLP		Single Year		Multiyear						Optional
School District	ADA	June 30, 2020		June 30, 2020		June 30, 2021		June 30, 2022		Bond Audit
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Holtville Unified	1,513	\$10,250	\$10,800	\$10,250	\$10,800	\$10,660	\$11,232	\$11,086	\$11,681	\$1,800

**If the federal Single Audit under Uniform Guidance becomes applicable during any given year, an additional \$1,500 will be added to the annual audit services fee.*

***For each district that operates a Proposition 39 bond program, CW will perform the annual financial and performance audit at a discounted rate of \$3,600.*