



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

December 13, 2021

Board of Trustees

Ben Abatti Jr., President

Matt Hester, Jr., Clerk

Robin Cartee, Member

Kevin Grizzle, Member

Jared Garewal, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



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

Monday, December 13, 2021

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

Finley School Auditorium, 627 East 6th Street., Holtville, CA. 92250

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to Trustees after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the Office of the Superintendent located at 621 E. Sixth Street, Holtville, Ca. 92250

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent at (760)356-2974, or in writing, at least 24 hours prior to the meeting. (Government Code section 54954.2).

1. PRELIMINARY

Call to Order

Flag Salute

Roll Call

Present Absent

Ben Abatti Jr., President

Matt Hester, Clerk

Robin Cartee, Member

Kevin Grizzle, Member

Jared Garewal, Member

Arianna Venegas, Student Rep

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

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

3. REORGANIZATION OF THE BOARD

A) Nomination and Election of President of the Board.

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

B) Nomination and Election of Clerk of the Board.

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

**4. 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.

5. CLOSED SESSION

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

6. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
REGULAR MEETING – December 13, 2021
AGENDA PAGE 2**

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. 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: September 13, November 15, & December 6, 2021 Pgs. 3-10
(Supplemental Information)

B. FINANCE AND BUSINESS

- 1) Warrant Orders week beginning 11/18/21 to week ending 12/9/21 Pgs. 12-20
(Supplemental Information)

C. PERSONNEL SERVICES

- 1) Classified Retirement Pg. 22
2) Classified Maternity Pg. 23
3) Classified Employment Pg. 24
4) Extra Duty/Coaching Employment Pg. 25
5) Certificated Employment Pg. 26

D. GENERAL BUSINESS

The Board is asked to approve the following items:

- 1) Removal & disposal of obsolete technology equipment Pg. 28
2) HHS sports schedules Pgs. 29-34
3) Enrollment of new TK student Pg. 35

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

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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9. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

- A) Approval of Board Resolution 2021/22-009 Resolution of the Board of Trustees of the Holtville Unified School District Requesting California Governor Gavin Newsome Reconsider the COVID-19 Vaccine Requirement for Public and Private K-12 Students as a Requirement for In-Person Instruction**

(Mr. Ruiz)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ____ - ____
Roll Call Vote: Abatti: _____ Hester: _____ Cartee: _____ Grizzle: _____ Garewal: _____

- B) Approve 2021-22 First Interim Report**

(Mr. Wells) ****

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

- C) Approval and acceptance of the proposal from Oakview Constructors Inc. to pave the parking area at Pine School in front of the cafeteria for \$152,000.00**

(Mr. Drye) Pgs. 37

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

- D) Approval and acceptance of the proposal from Oakview Constructors Inc. to pave the u-shaped driveway located in front of Pine School office for \$148,000.00**

(Mr. Drye) Pgs. 38

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

- E) Approve and accept from North Coast Unified Air Quality Management District, one Lion C All-Electric Type C-with Wheelchair Lift School Bus awarded under the Rural School Bus Pilot Project Grant, valued at \$373,990.39**

(Mr. Drye) Pgs. 39-54

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

- F) Approve and accept from North Coast Unified Air Quality Management District, one Lion C All-Electric Type C School Bus awarded under the Rural School Bus Pilot Project Grant, valued at \$359,538.35**

(Mr. Drye) Pgs. 55-61

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

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

- G)** Approval to allow Jessica Ryckman to teach Special Education grades 6-8 at Holtville Middle School on a Provisional Internship Permit (PIP) for the 2021/22 school year
(Mr. Ruiz)

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

- H)** Approve proposed increase to the daily substitute rate

(Mr. Ruiz) Pg. 62

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

10. FUTURE BOARD MEETING DATE

Tuesday, January 18, 2022 is the next Regular Board Meeting

11. ADJOURNMENT

**** A copy is available at the District Office and online www.husd.net

MISSION STATEMENT

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

REORGANIZATION OF THE BOARD

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – September 13, 2021**

{Page 1 of 3}

The Board of Trustees of the Holtville Unified School District met in a Regular Session on September 13, 2021, at the Holtville Unified School District Board Room, 621 East Sixth Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Ben Abatti Jr., President; Matt Hester, Clerk; Robin Cartee, Member; Kevin Grizzle, Member; Jared Garewal, 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 section 54957: Public Employee Discipline/Dismissal/Release

REPORT OF CLOSED SESSION In: 5:05 p.m. Out: 6:11 p.m.
Nothing to report.

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

Paul Iten – parent and community member. Thanked Trustee Cartee for standing up for what she believes. Asked Mr. Ruiz if he could reach out to Mr. Tomlinson, Superintendent of Imperial School District, regarding his stance on the issue of masking the students and the parent's choice. There are also concerned parents that want to know the policy to drink water in the classroom. There are also many children who have been infected with RSV or the Flu, which is puzzling to many considering the students are required to wear masks. Mr. Iten also brought up the new federal mandate with vaccines for employees of the school district. He asked that the Board consider testing employees, who choose not to be vaccinated, twice a month instead of weekly, and use the mouth swab instead of the nasal swab.

Stacey Britschgi – parent and community member. Asked the Board if they have looked in to the information regarding nutrition that she has sent to them. She knows people who have gotten sick with other viruses although wearing masks all day.

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA President Mr. Quarcelino – the school year has started off great. Teachers and students are happy to be back. Mr. Garewal thanked Mrs. Perez for her many years at HUSD. He wished her luck and welcomed Mr. Page. Mr. Hester echoed what Mr. Garewal said. Mr. Grizzle also

COMMUNICATION FROM THE SCHOOL DISTRICT *continued*

thanked Mrs. Perez and added that he is glad students are back in the classroom. Mrs. Cartee thanked Mrs. Perez and added that she will be dearly missed. She congratulated the HHS sports teams. Mr. Abatti thanked everyone for their hard work during these times. He thanked Mrs. Perez and welcomed Mr. Page. He thanked the coaches and parents for the support in HHS sports. Mr. Wells thanked Mrs. Perez and welcomed Mr. Page. Mr. Ruiz wished Mr. Perez the best and welcomed Mr. Page.

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Grizzle, Seconded by Trustee Cartee to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: August 16, 2021, August 18, 2021 & August 19, 2021. FINANCE AND BUSINESS – Warrant orders week beginning 8/19/21 to week ending 9/9/21. PERSONNEL SERVICES – Classified Resignation/Retirement of Kacie Mange, Paraprofessional (HMS); Joanna Ruiz, Paraprofessional (Finley); Elvira Robinson, Paraprofessional (HHS). Classified Employment of Fausto Ramirez, Paraprofessional (HHS); Blaise Cazares, Julia Meza, Alexa Sandoval, Melany Lopez, Karla Villasenor, Aimee Carrillo, Paraprofessionals (Finley); Marilyn Ceceno, Diana Bernal, Paraprofessionals (HMS); Yadira Hernandez, Health Clerk II (Finley); Brianna Duarte, Health Clerk II (HMS); Claudia Luna, Alicia Gutierrez, Cafeteria Workers (District); Isabella Prado, Maintenance Temp (District); Nora Arellano, Library Clerk (HHS); Karolina Lopez, Attendance Clerk (HHS); Nadia Pizano, Migrant Secretary/Liaison (District). Fall Sports Coaching of Gerardo Lara, Head Cross Country Coach; Gerardo Lara Jr., Volunteer Cross Country Coach; George McClure, Head Girls Tennis Coach; Chelsey Strahm, Head Volleyball Coach; Marian Garewal, Volunteer Volleyball Coach; Nereida Quevedo, Assistant Volleyball Coach; McKenzie Flores, Assistant Volleyball Coach; Jason Turner, Head Football Coach; Alberto Valenzuela, Assistant Football Coach; Phavian Gonzalez, Assistant Football Coach; Carlos Contreras, Volunteer Football Coach; Ethan Ming, Assistant Football Coach; Tyler Bennett, Assistant Football Coach; Micah Harrison, Assistant Football Coach; Adrien Dagdagen, Assistant Football Coach; Justin Stacey, Assistant Football Coach; Gabriel Ponce, Assistant Football Coach; Luis Espinoza, Assistant Football Coach; Devron Gray, Assistant Football Coach; Rudy Gonzalez, Volunteer Football Coach; Jessilynne Gonzalez, Head Cheer Advisor; Valerie Mendoza, Assistant Cheer Advisor. Certificated Employment of Luis Chairez, English Teacher (HHS); Mariana Madrigal, Teacher (Finley). Certificated Management Resignation of Lupita Perez, Principal (Finley). Extra Duty Employment of Lillian Aguirre & Margie Stacey. Certificated Management Employment of Marco Page, Principal (Finley). GENERAL BUSINESS – Out of State and overnight for HHS Sports. Developer Fee Justification Study Proposal/Agreement. Imperial County School Food Service Cooperative for Milk/Dairy Products. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

ACTION/DISCUSSION ITEMS

Moved by Trustee Cartee, Seconded by Trustee Hester to approve Board Resolution 2021/22-002 Authorizing the Delivery and Sale of 2021 Refunding Certificates of Participation in the Maximum Principal Amount of \$3,200,000 to Refinance Certain Lease Payments and Certificates of Participation to Realize General Fund Savings, and Approving Related Documents and Actions. Mr. Wells informed the Board that it would be a good time to refinance considering the low interest rates. There would be roughly \$250,000 in interest savings. Roll call votes Abatti: Aye; Hester: Aye; Cartee: Aye; Grizzle: Aye; Garewal: Aye. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Cartee, Seconded by Trustee Grizzle to approve 2020-21 Annual Update/2021-22 LCAP Revision. Mr. Velazquez gave the Board information on the few changes made to the LCAP since it was first approved in August. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve 2020-21 Unaudited Actuals/2021-22 Budget Revision. Mr. Wells presented the General Fund Bottom Line 2020-21 Unaudited Actuals. The beginning balance was \$6.6 million in unrestricted and \$713,967 in restricted. The General Bottom Line for 2021-22 had a beginning balance of \$7,408,013 in unrestricted and 2,628,639 in restricted. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Hester to approve 2020-21 Gann Limit Resolution 2021/22-003. Roll call votes Abatti: Aye; Hester: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Cartee to approve 2020-21 Adult Education Fund Committed Balance resolution 2021/22-004. The unaudited actuals balance for fiscal year 2020-21 was \$51,451.71 and the projected budget balance for 2021-22 is \$51,451.71. Roll call Votes Abatti: Aye; Hester: Aye; Cartee: Aye; Grizzle: Aye. Passed by unanimous votes Ayes 4, Nays 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, October 18, 2021

ADJOURNMENT

The meeting adjourned at 7:00 p.m.

**Matt Hester, Clerk
Holtville Unified School District
Board of Trustees**

**Holtville Unified School District
Regular Board Meeting
Minutes – November 15, 2021**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on November 15, 2021, at the Holtville Unified School District Finley Auditorium 627 E 6th Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: None

MODIFICATION OF THE AGENDA: Moved by Trustee Hester, Seconded by Trustee Garewal to table item 12 B. Approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

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

CLOSED SESSION

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

Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 1 case

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:11 p.m.
Nothing to report.

OATH OF OFFICE

Oath of Office administered by Ann Heraz to Student Board Member Arianna Venegas.

RECOGNITIONS

Mrs. Harrison recognized Pine student Cali Uldall for Courage. She also recognized Demi Mange for Leadership.

Mr. Velazquez recognized the following students for Student of the Month:

October – Courage

Eliana Coronado – 6th grade; Yanesi Padilla – 6th grade; Alexander Palacios – 7th grade; Emily Castro – 7th grade; Hailey Higginbottom – 7th grade; Ilanie Sosa – 8th grade; Gabriel Rosales – 8th grade.

November – Leadership

Aryanna Cerros – 6th grade; Maya Imperial – 6th grade; Hiram Juarez – 7th grade; Anel Garcia-Sandoval – 7th grade; Eymi Cardenas – 7th grade; Leonela Frem – 8th grade; Eduardo Cardenas – 8th grade.

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

Cynthia Kendall – asked how she can add an item to the agenda for the next board meeting. Mr. Ruiz responded that she needs to bring it to the attention of the Superintendent and he will talk it over with the Board president.

Stacey Britschgi – she is offended that she did not get a response from Mr. Ruiz regarding her email about testing students without the permission of a parent. She is also upset that her daughter missed a couple of days of school because a student in her class tested positive for Covid. The vaxxed students could return but her daughter, although displayed no symptoms, could not return until a negative result.

There were several students from Mr. Smith's Government class that attended the meeting for extra credit. They were also given extra points if they asked a question to the Board, so there were several questions and comments regarding the mandatory masks and possible mandatory vaccines. There were also a few questions regarding the decorating of graduation caps. The Board did not answer the questions, but thanked the students for their questions and concerns.

COMMUNICATION FROM THE SCHOOL DISTRICT

Student Rep Arianna Venegas gave an update on the success of the volleyball team as well as the football season.

Trustee Garewal thanked the HHS students who asked questions and participated.

Trustee Grizzle congratulated Jazmin Garewal, player of the year for HHS volleyball.

Trustee Cartee realizes that the issues of Covid is so huge and running our lives. We need more local control and less State control.

Trustee Hester thanked the HHS students for engaging and informing the Board.

Mr. Wells gave a monthly business briefing. The effective rate of return for the month and YTD is .87%. The cash balance as of 8/31/21 is \$11,930,536 and \$12,537,351 for the month ending 9/30/21. Construction update on the HMS gym is the floor work has commenced. The Covid Projects update is in the architectural design phase. The plans are being developed and DSA submissions are being prepared.

Mr. Ruiz thanked the HHS students for the information and direction. He understands the issues are stressful. He wished everyone a safe and Happy Thanksgiving.

**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: October 18, 2021.

FINANCE AND BUSINESS – Warrant orders week beginning 11/4/21 to week ending 11/14/21.

PERSONNEL SERVICES – Classified Resignation of Joy Holt, Librarian (Pine);

Melanie Lopez, Paraprofessional (Finley); Tomas Ruiz, Maintenance (District). Certificated Resignation/Retirement of Ellen Okada, Counselor (HHS). Classified Maternity Leave of Ericka Pompa, Speech & Language Pathologist Assistant (District). Classified Employment of Charreni

**Holtville Unified School District
Regular Board Meeting
Minutes – November 15, 2021**

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GENERAL FUNCTIONS continued

Carillo, Health Clerk (HMS); Celeste Taylor, Health Clerk (HMS); Valerie Cornejo, Paraprofessional (Finley). Certificated Employment of Anthony DeLira, Teacher (Freedom Academy. Coaching Employment of Carl Johnston, Head Varsity Wrestling Coach; Michael Johnston, Assistant Wrestling Coach; Preston Claverie, Assistant Wrestling Coach; Gabriel Ponce, Assistant Wrestling Coach; Richard Sanchez, Head Girls Wrestling Coach; Juan Aroyo, Head Boys Soccer Coach; Refugio Torres, Assistant Boys Soccer Coach; Felipe Romero, Assistant Soccer Coach (Volunteer); Gerardo Lara, Assistant Boys Soccer Coach; Sadie Ming, Head Girls Soccer Coach; Crystal Arias, Assistant Girls Soccer Coach; Charenni Carrillo, Assistant Girls Soccer Coach; Ramon Ramos, Assistant Girls Soccer Coach (Volunteer); James Anderson, Head Girls Basketball Coach; Mike Goodsell, Assistant Girls Basketball Coach; Marelly Garcia, Assistant Girls Basketball Coach; Antonio Ramos, Head Boys Basketball Coach; Aurelio Avila, Assistant Boys Basketball Coach; Brody Garcia, Assistant Boys Basketball Coach; GENERAL BUSINESS – Donation to HHS Junior Class; Quarterly Report on Williams Uniform Complaint; Revised 2021-22 HUSD school calendar. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

PUBLIC HEARING

Educator Effectiveness Block Grant

Mr. Velazquez explained that the purpose of the grant is to help train staff, such as paraprofessionals and teachers for professional development in different areas of education. There are 10 categories of allowable funds.

ACTION/DISCUSSION ITEMS

Moved by Trustee Garewal, Seconded by Trustee Cartee to approve the Contract Award for E-Rate Fiber-Optic Project. Mr. Martinez explained that the project would include replacing fiber optic to ten fold what they are now. Out of the 5 bidders Gigakom was the winning bid. Passed by unanimous votes Ayes: 5, Nays: 0. Mr. Drye presented power point slides on the 2021-22 Dashboard report.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, December 6, 2021

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

**Matt Hester, Clerk
Holtville Unified School District
Board of Trustees**

**Holtville Unified School District
Regular Board Meeting
Minutes – December 6, 2021**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on December 6, 2021, at the Holtville Unified School District Finley Auditorium, 627 East Sixth Street, Holtville, California. The meeting was called to order at 5:01 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: Ben Abatti Jr., President

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 1 case

REPORT OF CLOSED SESSION In: 5:05 p.m. Out: 6:30 p.m.
The Board gave direction to the Superintendent.

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

Eric Velazquez – principal at HMS invited the Board members to the Tree Lighting Ceremony to be held on Thursday, December 9, 2021 at HMS.

Cynthia Kendall – parent and community member. She wanted to remind the Board members that she put together a packet with several Board Resolutions from California School Districts, and asked if they had a chance to review them. She informed the Board that she has a meeting with Dr. Finnell, ICOE Superintendent, on Wednesday, December 8, to discuss the letter he wrote and wanted to send to Governor Newsome.

INFORMATION ITEM

Mr. Arevalo presented a power point on the request from HHS parents to have academic lettering for grades 9-12. The information included a price and design of letter. A couple of ideas from the HHS Leadership team included 2 years of a 4.0 GPA. Most of the team are open to the idea as long as criteria is made. There are current recognitions already in place that include: CSF induction, Senior banquet, FFA banquet, Athletic banquets, AVID ceremony, letters of recommendation, and individual teacher recognitions.

**Holtville Unified School District
Regular Board Meeting
Minutes – December 6, 2021**

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ACTION/DISCUSSION ITEMS

Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve the Educator Effectiveness Block Grant. Mr. Velazquez explained to the Board that there were only a couple of minor changes made from the last time he presented the grant. Passed by unanimous votes Aye: 4, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Cartee to approve Board Resolution 2021/22-008 Resolution of the Board of Trustees of the Holtville Unified School District Approving its Annual and Five-Year Reportable Fees Report for Fiscal Year 2020-21 in Compliance with Government Code Section 66006 and 66001. Roll call votes Hester: Aye; Cartee: Aye; Grizzle: Aye; Garewal: Aye. Passed by unanimous votes Ayes: 4, Nays: 0.

FUTURE BOARD MEETING DATE

Special Board Meeting: Monday, December 13, 2021

ADJOURNMENT

The meeting adjourned at 7:02 p.m.

**Matt Hester, Clerk
Holtville Unified School District
Board of Trustees**

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

WARRANTS

Register 000168 - 11/18/2021

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000168, Dated 11/18/2021					
22156174	260.50	Printed	010		A T & T (000008/1)
22156175	681.05	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
22156176	4,537.27	Printed	010		APPLE COMPUTER INC (000037/1)
22156177	220.81	Printed	010		AUTO ZONE (000049/1)
22156178	1,981.24	Printed	010		AVILA, DAVID (000510/1)
22156179	450.00	Printed	010		BEACH AND SON TOWING (000985/1)
22156180	3,741.83	Printed	010		C R and R INCORPORATED (000070/1)
22156181	1,287.00	Printed	010		CA HAY (000999/1)
22156182	300.00	Printed	010		CALIPATRIA UNIFIED SCHOOL DIST (000084/1)
22156183	17,820.63	Printed	010		CARDMEMBER SERVICES (000322/2)
22156184	96.92	Printed	010		CHIMITS, SAMANTHA (000793/1)
22156185	6,743.28	Printed	010		CITY OF HOLTVILLE (000102/1)
22156186	45.00	Printed	010		COOPERWEST INSURANCE AGENCY (000109/1)
22156187	294.11	Printed	010		COSTCO (000110/1)
22156188	1,950.00	Printed	010		COX.LINDSAY (000522/1)
22156189	150.51	Printed	010		D LUPITAS RESTAURANT (000119/1)
22156190	18.62	Printed	130		DEL SOL MARKET (000125/1)
22156191	145.00	Printed	010		Department of Justice Accounting Office (000130/1)
22156192	1,450.55	Printed	130		DOMINOS PIZZA (000142/1)
22156193	360.00	Printed	010		Edmentum, Inc (000910/1)
22156194	374.99	Printed	010		FORENSIC DRUG TESTING (000162/1)
22156195	57.28	Printed	010		GEORGES PIZZA (000177/1)
22156196	1,241.01	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
22156197	149.69	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156198	547.06	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156199	377.04	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156200	624.99	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156201	327.46	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156202	101.45	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156203	89.61	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156204	1,317.81	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156205	795.00	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156206	8,096.98	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156207	5,285.33	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156208	894.18	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/18/2021, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000168 - 11/18/2021

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account COUNTY - County, Register 000168, Dated 11/18/2021 (continued)					
22156209	4,388.70	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156210	695.82	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156211	2,227.95	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156212	4,984.36	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156213	284.97	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156214	2,674.75	Printed	010		IMPERIAL IRRIGATION DISTRICT (000221/1)
22156215	84.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
22156216	351.52	Printed	010		JIM REITERS LOCKSMITH AND SAFE (000246/1)
22156217	17,157.20	Printed	010		JS FLOOR COVERING (000250/1)
22156218	774.66	Printed	010		LUIS RODRIGUEZ ROADTECH (000493/1)
22156219	635.80	Printed	010		MEDICAL EYE SERVICES (000276/1)
22156220	1,166.67	Printed	010		Music & Arts (000489/2)
22156221	5,600.00	Printed	010		PRECISION ENGINEERING (000741/1)
22156222	87.25	Printed	010		QUILL CORP (000318/1)
22156223	473.88	Printed	010		QUILL CORP (000318/1)
22156224	762.47	Printed	010		QUILL CORP (000318/1)
22156225	972.94	Printed	010		QUILL CORP (000318/1)
22156226	235.34	Printed	010		R S D (000320/1)
22156227	1,187.50	Printed	010		Rural Community Assist Corp (000867/1)
22156228	454.10	Printed	010		SALAZAR, MARTHA (000750/1)
22156229	307.50	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
22156230	3,240.76	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
22156231	425.32	Printed	010		SPARKLETT'S WATERS (000370/1)
22156232	1,117.63	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
22156233	272.32	Printed	010		TK ELEVATOR CORP (000706/2)
22156234	10,968.22	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
22156235	1,019.56	Printed	010		WATER TREATMENT SERVICES (000483/1)
22156236	133.18	Printed	010		WOLFE, EMILY (000592/2)

125,498.57

Number of Items

63 Totals for Register 000168

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 11/18/2021, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary

Holtville Unified School District

Check #	22156174	through	22156236	Total Count	63	\$125,498.57
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Register 000169 - 12/02/2021

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000169, Dated 12/02/2021

22158054	1,913.23	Printed	010		A T & T (000008/1)
22158055	500.00	Printed	010		ALL VALLEY FENCE and SUPPLY (000020/1)
22158056	4,761.46	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
22158057	157.61	Printed	010		AUTO ZONE (000049/1)
22158058	150.34	Printed	010		Baja Desert Tire Co (000052/1)
22158059	750.00	Printed	010		BANK OF NEW YORK MELLON TRUST (000056/1)
22158060	1,034.40	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
22158061	569.16	Printed	130		BERNARD FOOD INDUSTRIES INC (000058/1)
22158062	3,387.06	Printed	010		Best Buy Business Advantage Account (000059/2)
22158063	580.00	Printed	010		Billy Tees, Inc (000830/1)
22158064	793.18	Printed	010		CALIBER SCREENING (000075/1)
22158065	2,055.00	Printed	010		CALIFORNIA ASSOCIATION FFA (000077/1)
22158066	25.00	Printed	010		CALIFORNIA INTERSCHOLASTIC FED (000080/4)
22158067	21.96	Printed	010		COUNTY MOTOR PARTS (000111/3)
22158068	510.20	Printed	010		COX.LINDSAY (000522/1)
22158069	1,670.53	Printed	010		Cronkright, Carson (000916/3)
22158070	372.50	Printed	010		CURRIER and HUDSON (000117/1)
22158071	116.51	Printed	010		D LUPITAS RESTAURANT (000119/1)
22158072	7.78	Printed	130		DEL SOL MARKET (000125/1)
22158073	2,208.30	Printed	130		DOMINOS PIZZA (000142/1)
22158074	324.10	Printed	130		FBC OF HENDERSON LLC (000154/1)
22158075	536.56	Printed	010		GAS COMPANY (000172/1)
22158076	1,052.82	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
22158077	153.08	Printed	010		HOLTVILLE ACE HARDWARE (000972/1)
22158078	625.00	Printed	010		Holtville Unified School Dist. (000461/1)
22158079	1,809.94	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
22158080	6,444.53	Printed	010		HOWARD INDUSTRIES (000892/2)
22158081	300.00	Printed	010		IMPERIAL HIGH SCHOOL (000226/2)
22158082	468.44	Printed	010		JOHNSTON, CARL J (000533/1)
22158083	500.00	Printed	010		MASCOT MEDIA ACQUISITION, LLC (000998/1)
22158084	3,480.59	Printed	010		Pixabytes Solutions, Inc (000884/1)
22158085	14.00	Printed	010		QUILL CORP (000318/1)
22158086	86.19	Printed	010		QUILL CORP (000318/1)
22158087	13.57	Printed	010		QUILL CORP (000318/1)
22158088	7,854.81	Printed	010		QUILL CORP (000318/1)

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/02/2021, Filtered by (Bank Account(s) IN ('COUNTY')), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Register 000169 - 12/02/2021

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000169, Dated 12/02/2021 (continued)

22158089	337.24	Printed	010		QUILL CORP (000318/1)
22158090	7,935.63	Printed	010		QUILL CORP (000318/1)
22158091	7,854.81	Printed	010		QUILL CORP (000318/1)
22158092	715.09	Printed	010		R S D (000320/1)
22158093	168.50	Printed	010		ROMANS WATER (000331/1)
22158094	250.00	Printed	010		Rural Community Assist Corp (000867/1)
22158095	402.00	Printed	010		SCHOOL PATHWAYS LLC (000348/1)
22158096	54.27	Printed	010		SCHOOL SPECIALTY (000351/3)
22158097	589.96	Printed	010		SDSU-Calexico Bookstore (001001/2)
22158098	519.50	Printed	010		SECURITAS SECURITY SERVICES SE (000355/1)
22158099	4,412.90	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
22158100	125.65	Printed	010		Sprint Communication Company (000816/2)
22158101	3,637.85	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
22158102	866.64	Printed	010		Verizon Wireless Services LLC (000422/1)
22158103	158.20	Printed	010		WATER TREATMENT SERVICES (000483/1)

73,276.09

Number of Items

50 Totals for Register 000169

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/02/2021, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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Org Summary

Holtville Unified School District

Check #	22158054 through	22158103	Total Count	50	\$73,276.09
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Register 000170 - 12/09/2021

Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
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Bank Account COUNTY - County, Register 000170, Dated 12/09/2021

22158731	76.86	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
22158732	37.35	Printed	010		AUTO ZONE (000049/1)
22158733	5,595.55	Printed	010		CITY OF HOLTVILLE (000102/1)
22158734	404.01	Printed	010		D LUPITAS RESTAURANT (000119/1)
22158735	23.84	Printed	130		DEL SOL MARKET (000125/1)
22158736	127.04	Printed	010		DELL MARKETING LP (000126/1)
22158737	1,212.40	Printed	130		DOMINOS PIZZA (000142/1)
22158738	100.80	Printed	130		FBC OF HENDERSON LLC (000154/1)
22158739	249.29	Printed	010		FRAZIER, DENNISE (001003/1)
22158740	47.91	Printed	010		GEORGES PIZZA (000177/1)
22158741	6,191.78	Printed	010		GIGA KOM (000179/2)
22158742	255.96	Printed	010		HARRISON, PATRICA (000523/1)
22158743	1,197.60	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
22158744	1,283.61	Printed	010		HOME DEPOT DEPT 32-2149095931 (000203/1)
22158745	65.00	Printed	010		IMMEDIATE FAMILY MEDICAL CARE (000233/2)
22158746	258.34	Printed	010		IMPERIAL VALLEY PRESS (000230/1)
22158747	336.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
22158748	1,540.00	Printed	010		Jesus Martinez (000955/1)
22158749	169.12	Printed	010		MORENO, JOSE M. (000875/1)
22158750	32.00	Printed	010		PITNEY BOWES GLOBAL FINANCIAL (000307/2)
22158751	2,213.72	Printed	010		PowerSchool Group (000732/3)
22158752	7,935.63	Printed	010		QUILL CORP (000318/1)
22158753	139.49	Printed	010		ROMANS WATER (000331/1)
22158754	182.50	Printed	010		SCRIPPS NATIONAL SPELLING BEE (000705/2)
22158755	2,691.69	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
22158756	3,896.89	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
22158757	321,183.38	Printed	010		The Lion Electric Co, USA (000835/1)
22158758	320.00	Printed	010		Tom A Brady and Sons, Inc (000394/1)
22158759	386.45	Printed	010		Tommys Screen Printing (000395/1)
22158760	580.00	Printed	010		U S POSTMASTER (000621/1)
22158761	227.72	Printed	010		Velazquez, Gerardo (000795/1)
22158762	1,376.81	Printed	010		Verizon Wireless Services LLC (000422/1)
22158763	12,988.24	Printed	010		VICS AIR CONDITIONING and ELE (000423/1)
22158764	725.00	Printed	010		WATER TREATMENT SERVICES (000483/1)

374,051.98

Number of Items

34 Totals for Register 000170

Selection Grouped by Sort/Group - Sorted by Sort, Check Number, Include Address? No, Checks Dated 12/09/2021, Filtered by (Bank Account(s) IN ('COUNTY'), Source = A, Pay To = N, Payment Method = C, Summary? = N, Sort/Group = 1, Further Sort by = N)

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030 - Holtville Unified School District

Generated for Shelli Hindman (SHINDMAN), Dec 8 2021 3:00PM

Register 000170 - 12/09/2021					Bank Account COUNTY - County
Number	Amount	Status	Fund	Cancel Register (Date)	Payee

19

Org Summary

Holtville Unified School District

Check #

22158731

through

22158764

Total Count

34

\$374,051.98

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED RETIREMENT
DATE: DECEMBER 13, 2021

The Board is requested to accept the following Classified Retirement:

- A)
- | | | | |
|----|------------|-------------------|----------|
| 1. | Ana Galvan | Custodian/Grounds | District |
|----|------------|-------------------|----------|

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED MATERNITY LEAVE
DATE: DECEMBER 13, 2021

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

1) Valerie Mendoza	Paraprofessional	2/4/22 to 5/2/22
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MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2021/22
DATE: DECEMBER 13, 2021

The Board is requested to approve the following Classified Employment:

1.	Maricsa Ramos Ledezma	Yard Aid	Finley
2.	Liliana Medina-Aragon	Paraprofesional	Finley
3.	Evelia Padilla	Substitute Secretary	HHS
4.	Fabian Martinez	ASES	Finley

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: EXTRA DUTY/COACHING ASSIGNMENTS
DATE: DECEMBER 13, 2021

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

1. Jose Aguirre	Soccer Coach	HMS
2. Julio Gallegos	Soccer Coach	HMS
3. Litzy Velarde	Volleyball Coach	HMS
4. Emily Zarate	Volleyball Coach	HMS
5. Samantha Williams	Volleyball Coach	Pine
6. Lee Quarcelino	Soccer Coach	Pine
7. Mayra Duarte	ASB Advisor	HHS
8. Marisela Valenzuela	ASB Advisor	HHS
9. Alfredo Guzman	Yearbook Advisor	HHS

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED EMPLOYMENT
DATE: DECEMBER 13, 2021

The Board is requested to approve the following Certificated Employment for the 2021/22 SY:

1. Monica Hernandez	Counselor	HHS
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HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

GENERAL BUSINESS

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: OBSOLETE ITEMS
DATE: DECEMBER 13, 2021

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. Access Points
2. Phones
3. UPS
4. Tv
5. Monitors
6. Towers
7. Power Book G4
8. Printers

Holtville Boys Basketball 2021-2022

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Level</u>	<u>Location</u>	<u>Time</u>
Tuesday	11-23	Calipat	F/JV/V	Away	5:30/7pm
Tuesday	11-30	Calipat	F/JV/V	Home	5:30/7pm
Thursday	12-2	Cibola Tournament	Varsity	Away	TBD
Friday	12-3	Cibola Tournament	Varsity	Away	TBD
Friday	12-3	Calipat Tournament	JV	Away	TBD
Saturday	12-4	Cibola Tournament	Varsity	Away	TBD
Saturday	12-4	Calipat Tournament	JV	Away	TBD
Tuesday	12-7	Palo Verde	JV/V	Away	5:30/7pm
Wednesday	12-8	Warner Springs	JV/V	Away	3:30/5pm
Thursday	12-9	Vincent Memorial	F/JV/V	Home	5:30/7pm
Saturday	12-11	Warner Springs	Varsity	Home	10:30/12pm
Tuesday	12-14	Palo Verde	JV/V	Home	5:30/7pm
Tuesday	1-4	Imperial	F/JV/V	Away	5:30/7pm
Tuesday	1-11	Central	F/JV/V	Home	5:30/7pm
Friday	1-14	Brawley	F/JV/V	Home	5:30/7pm
Wednesday	1-19	Imperial	F/JV/V	Home	5:30/7pm
Friday	1-21	Southwest	F/JV/V	Away	5:30/7pm
Tuesday	1-25	Calexico	F/JV/V	Home	5:30/7pm
Monday	1-31	Brawley	F/JV/V	Away	5:30/7pm
Wednesday	2-2	Central	F/JV/V	Away	5:30/7pm
Tuesday	2-8	Southwest	F/JV/V	Home	5:30/7pm
Thursday	2-10	Calexico	F/JV/V	Away	5:30/7pm

Holtville Girls Basketball 2021-2022

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Level</u>	<u>Location</u>	<u>Time</u>
Saturday	11-13	Monte Vista Scrimmage	Varsity	Away	3:00 PM
Tuesday	11-16	Central Scrimmage	Varsity	Home	TBD
Thursday	11-18	Imperial JV Tournament	JV	Away	4:30/7:30pm
Friday	11-19	El Cap	Varsity	Home	7:00 PM
Saturday	11-20	Imperial JV Tournament	JV	Away	TBD
Saturday	11-20	Santana	Varsity	Home	1:00 PM
Tuesday	11-23	Calipat	F/JV/V	Home	5:30/7pm
Friday	12-3	Imperial Valley Invite	Varsity	HHS/IHS	TBD
Saturday	12-4	Imperial Valley Invite	Varsity	HHS/IHS	TBD
Thursday	12-9	San Luis AZ	JV/V	Away	5:30/7pm
Tuesday	12-14	Palo Verde	JV/V	Away	5:30/7pm
Monday	12-27	BV - Hoover	Varsity	SD HS	3:00 PM
Tuesday	12-28	BV - Chadwick	Varsity	SD HS	12:00 PM
Wednesday	12-29	BV - Monte Vista	Varsity	Monte Vista	3:00 PM
Thursday	12-30	Bonita Vista Tournament	Varsity	Away	TBD
Wednesday	1-5	Scripps Ranch	Varsity	Grossmont HS	6:30 PM
Thursday	1-6	La Jolla	Varsity	Grossmont HS	5:00 PM
Friday	1-7	San Dieguito	Varsity	Grossmont HS	8:00 PM
Saturday	1-8	Grossmont Tournament	Varsity	Grossmont HS	TBD
Monday	1-10	Imperial	F/JV/V	Away	5:30/7pm
Thursday	1-13	Brawley	F/JV/V	Home	5:30/7pm
Saturday	1-15	Morse	Varsity	ECVHS	11:30 AM
Thursday	1-20	Vincent Memorial	F/JV/V	Away	5:30/7pm
Monday	1-24	Calexico	F/JV/V	Home	5:30/7pm
Wednesday	1-26	Imperial	F/JV/V	Home	5:30/7pm
Tuesday	2-1	Brawley	F/JV/V	Away	5:30/7pm
Tuesday	2-8	Vincent Memorial	F/JV/V	Home	5:30/7pm
Friday	2-11	Calexico	F/JV/V	Away	5:30/7pm

Holtville Boys Soccer 2021-2022

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Level</u>	<u>Location</u>	<u>Time</u>
Tuesday	11-16	Vincent Memorial	JV/V	Home	4/6pm
Thursday	11-18	SW Tournament - Brawley	Varsity	Home	4:00 PM
Friday	11-19	SW Tournament - Imperial	Varsity	Home	6:00 PM
Saturday	11-20	SW Tournament - Palo Verde	Varsity	Brawley	2:00 PM
Saturday	11-20	SW Tournament - Vincent	Varsity	Brawley	6:00 PM
Tuesday	11-30	Palo Verde	JV/V	Home	4/6pm
Thursday	12-2	Brawley	JV/V	Home	4/6pm
Friday	12-3	Parker Cup - Crawford	Varsity	Crawford HS	6:30 PM
Saturday	12-4	Parker Cup - Foothills Christian	Varsity	Paker HS	12:15 PM
Saturday	12-4	Parker Cup - Bishops	Varsity	Paker HS	5:15 PM
Monday	12-6	Imperial	JV/V	Away	4/6pm
Thursday	12-9	Vincent Memorial	JV/V	Home	4/6pm
Thursday	12-16	Brawley	JV/V	Away	4/6pm
Tuesday	1-4	Imperial	JV/V	Home	4/6pm
Friday	1-14	Central	JV/V	Away	4/6pm
Tuesday	1-18	Calexico	JV/V	Home	4/6pm
Friday	1-21	Southwest	JV/V	Home	4/6pm
Tuesday	1-25	Central	JV/V	Home	4/6pm
Thursday	1-27	Calexico	JV/V	Away	4/6pm
Tuesday	2-1	Southwest	JV/V	Away	4/6pm
Friday	2-4	Central	JV/V	Away	4/6pm
Tuesday	2-8	Calexico	JV/V	Home	4/6pm
Thursday	2-10	Southwest	JV/V	Home	4/6pm

Holtville Girls Soccer 2021-2022

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Level</u>	<u>Location</u>	<u>Time</u>
Wednesday	11-17	Vincent Memorial	JV/V	Home	4/6pm
Tuesday	11-30	Palo Verde	JV/V	Away	4/6pm
Friday	12-3	Cathedral City	Varsity	Away	4:00 PM
Thursday	12-9	Martha Arroyo Tournament	Varsity	Home	TBD
Friday	12-10	Martha Arroyo Tournament	Varsity	Home	TBD
Saturday	12-11	Martha Arroyo Tournament	Varsity	Home	TBD
Thursday	12-16	Palo Verde	JV/V	Home	4/6pm
Wednesday	1-5	Calexico	JV/V	Away	4/6pm
Friday	1-7	Morse	JV/V	Away	4:30/6:30pm
Wednesday	1-12	Calexico	JV/V	Home	4/6pm
Friday	1-14	Imperial	JV/V	Away	4/6pm
Tuesday	1-18	Central	JV/V	Away	4/6pm
Friday	1-21	Brawley	JV/V	Home	4/6pm
Tuesday	1-25	Imperial	JV/V	Home	4/6pm
Friday	1-28	Central	JV/V	Home	4/6pm
Tuesday	2-1	Brawley	JV/V	Away	4/6pm
Friday	2-4	Imperial	JV/V	Away	4/6pm
Tuesday	2-8	Central	JV/V	Away	4/6pm
Thursday	2-10	Brawley	JV/V	Home	4/6pm

Holtville Boys Wrestling 2021-2022

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Level</u>	<u>Location</u>	<u>Time</u>
Thursday	11-18	Brawley Takedown Tournament	Fr/So	BUHS	3:30 PM
Thursday	12-2	Calipat Novice Tournament	Fr/So	Calipat HS	TBD
Friday	12-3	La Costa Canyon	Varsity	LCCHS	2:30 PM
Saturday	12-4	La Costa Canyon	Varsity	LCCHS	2:30 PM
Saturday	12-4	Mar Vista Tournament	Varsity	MVHS	9:00 AM
Wednesday	12-8	Calipat	JV/Varsity	Away	6:00 PM
Saturday	12-11	Carlsbad Tournament	Varsity	Carlsbad HS	9:00 AM
Wednesday	12-15	Palo Verde	JV/Varsity	Away	6:00 PM
Friday	12-17	Poway Tournament	Varsity	Poway HS	TBD
Saturday	12-18	Poway Tournament	Varsity	Poway HS	TBD
Wednesday	1-5	Imperial	JV/Varsity	Home	6:00 PM
Friday	1-8	Juan Enriquez Tournament	Varsity	John Glenn HS	2:00 PM
Friday	1-9	Juan Enriquez Tournament	Varsity	John Glenn HS	10:00 AM
Wednesday	1-12	Brawley	JV/Varsity	Away	6:00 PM
Friday	1-14	5 Counties	Varsity	Fountain Valley HS	TBD
Saturday	1-15	5 Counties	Varsity	Fountain Valley HS	TBD
Saturday	1-15	Jim Londos	Varsity	Orange Glenn HS	TBD
Wednesday	1-19	Southwest	JV/Varsity	Away	6:00 PM
Saturday	1-22	San Pasqual	Varsity	San Pasqual HS	9:00 AM
Saturday	1-22	Frankie Ramos	JV	Imperial HS	TBD
Wednesday	1-26	Calexico	JV/Varsity	Home	6:00 PM
Friday	1-28	Holtville Rotary Invitational	Varsity	Home	1:00 PM
Saturday	1-29	Holtville Rotary Invitational	Varsity	Home	9:00 AM
Wednesday	2-2	Central	JV/Varsity	Home	6:00 PM
Saturday	2-12	CIF Divisional Tournament	Varsity	TBD	TBD
Friday	2-18	SDS Masters Tournament	Varsity	Christian HS	TBD
Saturday	2-19	SDS Masters Tournament	Varsity	Christian HS	TBD
Thursday	2-24	CIF State Tournament	Varsity	Bakersfield	TBD
Friday	2-25	CIF State Tournament	Varsity	Bakersfield	TBD
Saturday	2-26	CIF State Tournament	Varsity	Bakersfield	TBD

Holtville Girls Wrestling 2021-2022

Day	Date	Opponent	Level	Location	Time
Saturday	11-20	Matador Girls Invite	Varsity	Mt. Miguel HS	TBD
Saturday	12-18	Goddess of Olympia	Varsity	Olympian HS	TBD
Wednesday	1-5	Imperial	JV/Varsity	Home	6:00 PM
Saturday	1-8	Queen of the Lake	Varsity	Eastlake HS	TBD
Saturday	1-15	Queen of the Sea	Varsity	Mar Vista	TBD
Saturday	1-22	Queen of the Mat	Varsity	Brawley	TBD
Wednesday	1-26	Calexico	JV/Varsity	Home	6:00 PM
Wednesday	2-2	Central	JV/Varsity	Home	6:00 PM
Saturday	2-5	CIF	Varsity	Brawley HS	9:00 AM
Friday	2-11	SDS Girls Masters	Varsity	Brawley HS	TBD

To Whom It May Concern:

December 4, 2021

We are writing this letter to inform you that Luca Martinez has been screened for mid-year entrance to Transitional Kindergarten. In our screening, we found that academically he is at grade level with the rest of the class. He can orally count to 10, identifies all colors, can identify most shapes, and recognizes some letters. Therefore, we have determined that he meets the criteria for TK and will be a good fit for mid-year entrance to our class.

Sincerely,

Aslynn Angulo

Emily Wolfe

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

ACTION/DISCUSSION

TO: HOLTVILLE UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board,
herein called "DISTRICT"

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

Holtville Unified School District Lot Paving Project (MG-2-FY 20/21)

In the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:
09/30/21	10/11/21			
Questions/Answers/Clarifications added to website on above dates				

3. Total Base Bid

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One Hundred Fifty-Two Thousand and 00/100

DOLLARS

(\$ 152,000.00)

TO: HOLTVILLE UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board,
herein called "DISTRICT"

- I. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

Pine Elementary U-Shape Drive Project

In the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:
9/30/21	10/11/21			
Questions/Answers/Clarifications added to website on above dates				

3. Total Base Bid

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One Hundred Forty-Eight Thousand and 00/100

DOLLARS

(\$ 148,000.00)

LIONC

All-Electric Type C
School-Bus



 LION ELECTRIC

Quote summary



California Experience Center - Unit D, 905 Westminster Avenue Alhambra, California

Quote number QUO-01694
Revision Id 0
Effective From 12/8/2021
Effective To 3/8/2022

CUSTOMER INFORMATION

Mitchell Drye
Holtville Unified School District
621 East Sixth Street
Holtville
California
92250-1450
(760) 356-2974

SALES MANAGER INFORMATION

Edwardo Gonzalez Caamano
Sales Manager
562.268.6221
edwardo.caamano@thelionelectric.com

BILLING ADDRESS INFORMATION

621 E. 6th Street
Holtville
California
92250
United States

SHIPPING ADDRESS INFORMATION

621 E. 6th Street
Holtville
California
92250
United States

Item name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
2021 LionC - Base Model	\$319,283.38	1	\$0.00		\$319,283.38
125 miles	\$30,000.00	1	\$0.00		\$30,000.00
278WB_57+2WC_3pointseatbelts-HV SPECIAL BUILD	\$10,485.50	1	\$0.00		\$10,485.50
LionC CEC Bundle	\$0.00	1	\$0.00		\$0.00

Option name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
CEC - Added Value Package	\$21,000.00	1			\$21,000.00
CEC - Safety & Technology Package	\$11,000.00	1			\$11,000.00
CHARGE PORT - DC CCS AC - FRONT ONLY	\$6,000.00	1			\$6,000.00
CAMERA SYSTEM-GATEKEEPER 5 HEAD (W AUTOWAKE, WIFI, GPS)	\$4,854.67	1			\$4,854.67
ROSCO BACKUP CAMERA	\$1,221.00	1			\$1,221.00
CHILD RESTRAINT SEAT, INSTALLED (2 seats)	\$1,190.00	1			\$1,190.00
ACOUSTIC HEADLINER	\$995.00	1			\$995.00
DRIVER STORAGE - LH BARRIER	\$200.00	1			\$200.00
HANDRAIL - RH	\$79.00	1			\$79.00
AIR CONDITIONING SYSTEM	\$0.00	1	\$0.00	\$0.00	\$0.00
FOG LIGHTS	\$0.00	1	\$0.00	\$0.00	\$0.00
SPARE WHEEL AND TIRE	\$0.00	1	\$0.00	\$0.00	\$0.00
PA SYSTEM	\$0.00	1	\$0.00	\$0.00	\$0.00
PRE-WIRE - 2-WAY TRACE/PULL LINES ONLY	\$0.00	1	\$0.00	\$0.00	\$0.00
PRE-WIRE - CAMERA TRACE/PULL LINES ONLY - AT REQUESTED LOCATION	\$0.00	1	\$0.00	\$0.00	\$0.00
THREE POINT BELTS (PER PASSENGER)	\$0.00	1	\$0.00	\$0.00	\$0.00
CEC LionC Shipping Incl.	\$0.00	1	\$0.00	\$0.00	\$0.00
BUMPERS - GREEN	\$0.00	1			\$0.00
WHEELS - GREEN	\$0.00	1			\$0.00
2 QStraints Included with Base Vehicle	\$0.00	1	\$0.00		\$0.00

Authorized Vendor



This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

QUO-01694-0 - p.2

Quote summary



Grant	Quantity	Amount per vehicle	Line Total
OPENING SOON - North Coast Unified AQMD - Rural School Bus Pilot Project	1	\$373,990.39	\$373,990.39

TOTAL DEPOSIT DUE AT THE TIME OF PURCHASE ORDER PER VEHICLE

***Delivery approximation subject to change due to pandemic restrictions**

Detail Amount	\$406,308.55
Total Discount	-\$36,253.00
Subtotal	\$370,055.55
Sales Taxes %7.750	\$3,934.84
Federal Excise Taxes %.000	\$0.00
Tire Tax	\$0.00
Freight Amount	\$0.00
Subtotal with freight and taxes	\$373,990.39
Total Grants Funding	-\$373,990.39
Total Amount	\$0.00

Quote Number: QUO-01694

Revision Id: 0

Customer Signature Indicating Acceptance of Quote: _____

Purchase Order Number: _____

Title/Position: _____

Date: _____

***Note: Price subject to change upon final P.O. acceptance.**

Authorized Vendor



This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

QUO-01694-0 - p.3

LIONC - BASE SPECIFICATIONS

GROSS VEHICLE WEIGHT RATING (GVWR)	Up to 33,000 lbs
LENGTH	Up to 473 in.
HEADROOM	78 in.
TIRE AND RIM	11R22.5
CHARGE PORT	FRONT
SINGLE SPEED ELECTRIC MOTOR	UP TO 240 H.P. - 350 H.P. (230 kW) / 1200 - 1800 FT-LBS TORQUE
REGENERATIVE BRAKING SYSTEM	STANDARD
HIGH VOLTAGE BATTERIES	LITHIUM-ION (NMC)
AC CHARGING	ON-BOARD CHARGER - 19.2 kW
SOUND GENERATOR	STANDARD (0-20 MPH)
12 V BATTERIES	2 X 950 CCA
CONDENSER MODEL	CS-3
SIDE EVAPORATOR MODEL	EZ-5
REAR EVAPORATOR MODEL	EZ-01
DASH EVAPORATOR MODEL	D-23
FRONT & REAR TOW HOOKS	STANDARD
POLYETHYLENE STEPWELL	STANDARD
POLYETHYLENE BATTERY BOX, TRAY AND WHEELHOUSES	STANDARD
COMPOSITE REAR EMERGENCY DOOR	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
INTEGRATED TRASH CAN	STANDARD
ONBOARD TOUCHSCREEN (TELEMATICS, STATS AND DIAGNOSTICS)	STANDARD
SMART CHARGE	STANDARD
PREHEAT SETTING	STANDARD
CHARGING INDICATORS AS CLEARING LIGHTS	STANDARD
CHARGE READY PILOT LIGHT	STANDARD
ON/OFF MASTER DISCONNECT SWITCHES	STANDARD
CUP HOLDER	STANDARD
ELECTRIC HORN	STANDARD
FLAPS	STANDARD
VISOR	ACRYLIC, ADJUSTABLE
STOP ARM	LED STOP ARM - FMVSS
ROOF	WHITE COMPOSITE
BODY PANELS	YELLOW COMPOSITE
RUB RAILS	BLACK STEEL
BRAKES BRAND & MODEL	MERITOR, WABCO
TIRE BRAND	BF GOODRICH OR EQUIVALENT
DRIVER SEAT	GREY CLOTH - WITH - ARM REST
PASSENGER SEATS	39 in. - GREY - HIGH BACKS
TRIKIT	STANDARD
FIRST AID KIT	STANDARD
FIRE EXTINGUISHER	STANDARD
CHILD CHECK MATE	STANDARD
CUP HOLDER	STANDARD
DRIVER JACKET HOOK	STANDARD
2 ROOF HATCHES	STANDARD
4 PUSH-OUT EMERGENCY EXIT WINDOWS (2 LH AND 2 RH)	STANDARD
ACOUSTIC HEADLINER FOR PASSENGER ZONE	STANDARD
DOOR LOCKING DEVICES (REAR, ENTRANCE, SIDE IF APPLICABLE)	STANDARD
ENTRANCE DOOR EMERGENCY HANDLE - EXTERIOR	STANDARD
LED LIGHTS	STANDARD
TINTED WINDOWS AND GLASS - 26%	STANDARD
ELECTRIC ENTRANCE DOOR MECHANISM	STANDARD
HEATED MOTORIZED STAINLESS REARVIEW MIRRORS	STANDARD
HEATED STAINLESS CROSSVIEW MIRRORS (HOOD MOUNT)	STANDARD
6" X 30" INTERIOR REARVIEW MIRROR	STANDARD
6" X 30" SUNVISOR (NOT OPAQUE)	STANDARD
2 X WINDSHIELD DEFROSTER FANS (RH & LH)	STANDARD
2 X ENTRANCE DOOR GRAB RAILS (LH & RH)	STANDARD
3/4" MARNE GRADE PLYWOOD	STANDARD
BLACK RUBBER FLOORING	STANDARD
FRONT & REAR TOW HOOKS	STANDARD
RADIO AM/FM/CD/AUX/USB - 4 SPEAKERS	STANDARD
CROSSING ARM (CROSS-GATE) - READY, NOT INSTALLED	STANDARD
REAR ROOF MOUNTED STROBE LIGHT - READY, NOT INSTALLED	STANDARD
FRONT BUMPER FOG LIGHTS - READY, NOT INSTALLED	STANDARD
INTERIOR PA SYSTEM	STANDARD
AUXILIARY HEATER FUEL	STANDARD



TERMS AND CONDITIONS OF SALE

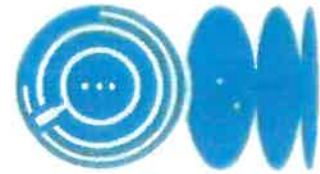
- 1. Application of Terms.** It is expressly agreed between Lion Electric Company ("Lion") and you ("Customer") that the sale of Lion's products is governed exclusively by these Terms and Conditions of Sale ("Terms and Conditions"). Lion's acceptance of Customer's purchase order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Lion.
- 2. Quotations and Prices.** Quotations given by Lion to Customer are not an offer to sell but only an invitation for an order. No transaction shall be deemed completed until Lion has accepted Customer's purchase order and Lion reserves the right not to accept a purchase order, or a portion thereof, for any reason.
- 3. Cancellations.** Purchase orders that have been accepted by Lion cannot be cancelled by Customer without prior written authorization of Lion and Customer agrees to indemnify Lion against any loss arising from any cancellation, and to reimburse Lion for all expenditures incurred by Lion with respect to any cancellation.
- 4. Payment.** Subject to credit approval, payment for all amounts due hereunder shall be due at the time of delivery, unless otherwise expressly agreed to by Lion in writing. Notwithstanding the foregoing, Lion may at its sole discretion require that full payment be executed before delivery of any product. Payments not received when due will be subject to a late fee of 2%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Lion. In addition to other rights and remedies, Lion reserves the right in its sole discretion, either to: (a) withhold deliveries and/or shipments, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Lion deems itself insecure with respect to Customer's ability to pay for the purchase order.
- 5. Security Deposit.** When a security deposit is required in the Quotation, the payment must be paid by the Customer upon reception of the invoice issued by Lion. The amount of the security deposit will be deducted from the final invoice. Providing that a government entity cannot issue a security deposit, the said entity shall be exempted from the obligation upon written justification to Lion.
- 6. Taxes.** Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Lion. Customer agrees it will be responsible and shall indemnify Lion for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Lion due to incorrect taxing information furnished by Customer.
- 7. Delivery and/or Shipment.** Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver and/or ship in accordance with such estimates. No liability shall attach against Lion on account of any delay in delivery and/or shipment by Lion. Customer agrees to accept partial or pro rata deliveries and/or shipments and hold Lion harmless from any liability that may result from Lion's inability to execute in full any purchase order.
- 8. Title and Risk of Loss.** All goods shall be shipped DDP - Delivery Duty Paid unless otherwise expressly agreed to by Lion in writing. Risk of loss pass to Customer at the point of delivery. Customer agrees to indemnify, defend and hold Lion harmless from any and all losses arising out of any or all claims, suits and/or demands related to the products while at Customer's risk.
- 9. Transportation Charges.** All transportation charges and related expenses shall be the responsibility of Customer unless otherwise expressly agreed to by Lion in writing. If freight is allowed at Lion's cost, Lion reserves the right to select the carrier of choice and the unloading of material at the point of destination shall be the sole responsibility of Customer. For all shipments, Lion responsibility ceases when the transportation company receives the material in good condition. The shipment must be checked upon Customer receipt for transportation damages, and if damaged, a claim must be made against the transportation company immediately and sufficient evidence provided to Lion.
- 10. Limited Warranty.** Products manufactured by Lion are covered by the limited warranty terms, available upon request, of such products. For products not manufactured by Lion, any warranty issued by the manufacturer or vendor of products shall be solely that of the manufacturer or vendor and not of Lion. Lion hereby assigns to Customer, as of the date that title passes to Customer for such products, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the products, and Lion hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.
- 11. Disclaimer.** EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, LION MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY LION CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR CUSTOMER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND IS ACCEPTED BY CUSTOMER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO LION. LION SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY CUSTOMER OR ANY OTHER SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF CUSTOMER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY LION. CUSTOMER'S EXCLUSIVE REMEDY AGAINST LION FOR BREACH OF ANY WARRANTY ARISING HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SPECIFIC PRODUCT OR REPERFORMANCE OF THE SERVICE AT ISSUE, OR RETURN OF THE PURCHASE PRICE. LION ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



1 855 546-6706 | info@thelionselectric.com



TERMS AND CONDITIONS OF SALE

- 12. Limitation of Liability.** IN NO EVENT SHALL LION BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES; (B) LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LOSS OF TIME; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT LION HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. MOREOVER, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL LIABILITY OF LION TO CUSTOMER EXCEED THE VALUE OF THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.
- 13. Applicable Law.** The construction, validity and performance of these Terms and Conditions (and any dispute, claim or obligation under it, whether contractual or noncontractual) shall be governed by the laws of the Province of Quebec and the parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montreal (Quebec, Canada). These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 14. Use of Customer Name.** Customer agrees that Lion may use Customer's name and logo to identify Customer as a customer of Lion on Lion's website, and as a part of a general list of Lion customers for use and reference in Lion corporate, promotional, and marketing materials. Customer agrees that Lion may issue a press release identifying Customer as a Lion customer and describing the nature of the Products, Services and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.
- 15. Nature of the Relationship.** No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Lion shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Lion to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Lion may refer to Customer as a customer reference in business dealings with potential customers, Lion financing matters and in press releases.
- 16. Compliance with Privacy Laws.** Customer acknowledges and agrees that any Personal Information that Customer provides to Lion in connection with Lion's products or services, or that are otherwise transferred or made accessible to or collected or received by Lion through Customer's use of Lion's products or services, will be Processed in accordance with the terms of Lion's privacy notice, as posted on its website. Customer represents and warrants that any Personal Information Processed by Lion on behalf of Customer in connection with Lion's provision of its products or services under this agreement has been collected and disclosed by Customer in compliance with all applicable Privacy Laws and other applicable laws or collective agreements. "Privacy Laws" means the privacy and data protection laws of any jurisdiction to which either of the

parties is subject when Processing Personal Information under this agreement including, by way of example but not limitation, An Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Personal Information Protection and Electronic Documents Act (Canada), and applicable U.S. Federal and State privacy laws, including the Gramm-Leach-Bliley Act, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act. "Personal Information" means any information about an identified individual, including information that, alone or in combination with other available information, may be used to identify an individual, including any information to which applicable Privacy Laws may apply. "Processing" or "Processed" means to take any action or perform any operation or set of operations that Lion's products and services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy.

- 17. Export Restrictions.** Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States, Canada or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Lion harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Lion shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.
- 18. Force Majeure.** No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



1 855 546-6706 | info@thelionelectric.com



Pursuant to the authority vested in California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The following on-road motor vehicles with a manufacturer's GVWR over 14000 pounds are certified as described below. Production vehicles shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	VEHICLE FAMILY NAME	EPA CERTIFICATE OF CONFORMITY	VEHICLE TYPE & SUB-CATEGORY	VEHICLE MAKE & MODELS
2020	LLBIVOCVLMMA	LLBIVOCVLMMA-002	Vocational	LionA, LionM (Heavy-Duty All-Electric Vehicle)

The following is the Greenhouse Gas Exhaust Emission Standards (STD) or Family Emission Limit(s) (FEL) in g/ton-mile as applicable under 17 CCR 95663:

GVWR (pounds)	CO ₂ (in g/ton-mile)		
	STD	Highest Projected FEL	Lowest Projected FEL
19,500 < GVWR ≤ 33,000	225	0	0

BE IT FURTHER RESOLVED: For the listed vehicle family the manufacturer has submitted separate FEL numbers for each subfamily of heavy-duty vehicles produced and delivered for sale in California and all values used in any averaging, banking, or trading (ABT) program as applicable to demonstrate certification compliance with Section 1037.101.3(3) of the California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles (HDV Test Procedures) adopted October 21, 2014.

BE IT FURTHER RESOLVED: The manufacturer has elected to demonstrate compliance with the Greenhouse Gas Emission Standards as specified in Title 17 CCR 95663 and the incorporated "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles" (HDV Test Procedures) adopted October 21, 2014 by demonstrating compliance with the 2014 MY National Heavy-Duty Engine and Vehicle Greenhouse Gas Program as specified in Section 1037.101.3 of the HDV Test Procedures. The manufacturer has submitted the required information and therefore has met the criteria necessary to receive a California Executive Order based on the Environmental Protection Agency's Certificate of Conformity for the above listed vehicle family.

Vehicles certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 17TH day of December 2019.

Allen Lyons, Chief
Emissions Certification and Compliance Division

**RURAL SCHOOL BUS PILOT PROJECT
REPLACEMENT (HYBRID OR INTERNAL COMBUSTION ENGINE)
GRANT AGREEMENT
BETWEEN
THE NORTH COAST UNIFIED AIR QUALITY MANAGEMENT DISTRICT
AND
HOLTVILLE UNIFIED SCHOOL DISTRICT**

JUL 05 2018

PROJECT NO. RSBPP 18-28

Grunch

This Agreement is made and entered into by and between the Holtville Unified School District, hereinafter referred to as "Grantee," and the North Coast Unified Air Quality Management District, hereinafter referred to as the "Air District," and shall be effective as of the date of the last party signing below ("Effective Date").

RECITALS

WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions, which provide an opportunity for the State to invest in projects that help achieve the State's climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resources Board (CARB) created the Rural School Bus Pilot Project (RSBPP), and has allocated funding from the California Climate Investments; and

WHEREAS, on January 14, 2016 the Governing Board of the Air District adopted Resolution 2016-2, authorizing the Air Pollution Control Officer ("APCO") to enter into an agreement with the California Air Resources Board ("CARB") to implement said Grant Program on CARB's behalf; and

WHEREAS, on May 11, 2018, the Air District entered into Grant Agreement, Number G17-RBUS-01, with the CARB to administer the Rural School Bus Pilot Project ("RSBPP"); and

WHEREAS, Pursuant to Grantee School District Resolution #18/19-005 Grantee has submitted a RSBPP Grant Application dated August 7, 2018, on file in the Air District office; and

WHEREAS, the APCO has evaluated Grantee's Grant Application, has determined that the Application complies with the CARB RSBPP Guidelines and criteria and shall meet all RSBPP requirements for the full term of this Agreement, and on that basis has approved Grantee's project for funding in accordance with the terms of this Agreement.

NOW THEREFORE, based on the representations made in the Grant Application, which are incorporated herein and made a material part hereof, the parties agree as follows:

1. GRANT AWARD

- 1.1 **Funding Award.** Grantee is hereby awarded RSBPP grant funds for the project described in Attachment A, Project Specific Information, attached hereto and incorporated herein, and hereafter referred to as the "Project". The maximum amount of grant funds for which Grantee is eligible is set forth in Section 5 of Attachment A. In consideration of said grant award, Grantee agrees to implement the Project based on all terms of this Agreement, including but not limited to the purchase and use of new equipment, and the performance of specific duties on or before key dates identified as the Project

Milestones in Section 6 of Attachment A. Grantee may not begin any work on this project until full execution of this Agreement.

- 1.2 **Reimbursement Request, Disbursement of Funds.** The Air District shall reimburse the school bus vendor and/or Grantee for eligible Project costs and expenses using RSBPP Grant Funds, or other funding mechanisms as determined appropriate by the APCO, consistent with the Project description and implementation schedule contained in Attachment A. No reimbursement may be made until the new bus has been delivered and a reimbursement request has been received. Grantee's reimbursement request must include: a completed copy of Attachment B, the Reimbursement Request Form; a copy of the invoice from the bus vendor for the purchased bus; evidence of payment of the invoice and its delivery (if applicable); the make, model and vehicle identification number (VIN) of the new bus; photographs of the new bus depicting the manufacturer's ID tag, the engine serial number, the bus identification number, and the license plate, if available; proof of California Highway Patrol (CHP) certification signifying that the new school bus is safe to operate with children aboard; the CARB Executive Order certification for the new bus engine; and, a completed copy of Attachment C, the Dismantle Certification Form, with applicable photos.

Requests made for incremental renewable fuel costs must be accompanied by receipts, invoices, or other documents providing actual fuel costs and fuel quantities. The Grantee may request funds for incremental renewable fuel costs annually, with submission of annual reporting documentation as required in Section 3.6 of this agreement. Requests for incremental renewable fuel costs must be received no later than March 15, 2021. Incremental renewable fuel costs accrued after this date are the sole responsibility of the Grantee. For the purpose of this Project, "Incremental Renewable Fuel Costs" are defined as the difference in cost between the renewable fuel type and the comparable non-renewable fuel type that would be purchased to perform the same function.

- 1.3 **Project Cost:** Project cost overruns are the sole responsibility of the Grantee unless expressly approved in writing by the Air District. The Air District's funding obligation is limited to the "RSBPP Funding" as identified in Attachment A, Section 5.
- 1.4 **Grant Reduction:** The APCO will reduce the Air District contribution to the Project in the event that the total Project cost is less than the amount listed in Attachment A.
- 1.5 **Use of Funds.** Grantee must use all funds received under this Agreement in accordance with all applicable provisions of law and implementation regulations.

2. AGREEMENT TERM AND PROJECT PHASES

- 2.1 **Term, Term Components.** This Agreement will commence as of the Effective Date (the date the last party signs this Agreement) and remain in effect for three (3) years and one day after the date the new school bus is put into active service. This time period shall be referred to as the Agreement "Term". The Agreement shall remain in effect over the full length of the Term unless terminated earlier as specified in Section 6 below. The Term has two phases, "Equipment Acquisition Phase" and the "Equipment Utilization Phase" as follows:

- (1) **Equipment Acquisition Phase:** This Phase will begin on the Effective Date of this Agreement, and last until such time as the Air District confirms, in writing, that the Equipment has become operational. Project milestones within this Phase include the execution of a purchase order for the new bus, the delivery of the new bus, the placing into active service of the new bus, and the

dismantling / destruction of the old bus. The activities and deliverables listed as part of the Equipment Acquisition Phase must be completed and/or satisfied on or before the dates specified in Section 6 of Attachment A. The Grantee shall notify the Air District upon completion of the Project Milestones listed in Section 6 of Attachment A within the timeframe specified therein.

- (2) *Equipment Utilization Phase*: This Phase will begin on the date the new bus is placed into active service and conclude on the date three (3) years and one day thereafter. During this Phase, the Grantee is required to retain ownership of the new bus, to maintain the new bus as recommended by the manufacturer, to maintain CHP certification for the new bus, and to make reasonable efforts to utilize the bus in the same manner and for the same purpose as the old bus it replaced was used. The Grantee shall also collect information on the operation of the new bus and shall prepare and submit reports at twelve month intervals.

- 2.2 *Time is of the Essence, Equipment Delivery Date.* In the performance of the duties established in this Agreement, time is of the essence, as a delay in placing the new school bus into active service would result in the continued use of the higher-polluting older bus. Such use would result in the unnecessary exposure of school children to air toxics (diesel particulate matter) and in the additional discharge of greenhouse gases. Such emissions would have an adverse effect on air quality within the affected air district and may cause or contribute to a violation of an ambient air quality standard. Delivery of the new bus to the Grantee must occur on or before February 1, 2021 ("Final Delivery Date"). Delivery of the new school bus after the Final Delivery Date is a Grantee Default of this Agreement and subject to the terms of Section 6.2 of this Agreement.

- 2.3 *Grantee Purchase Order Contracts With School Bus Vendors.* Grantee must include the Final Delivery Date deadline in the purchase order agreement between Grantee and the school bus distributor/vendor. Additionally, the Grantee must include language in the purchase order agreement notifying the distributor/vendor that disbursement of grant funds may not take place for up to 90 days after the delivery of the new bus. Language must also be included to notify the distributor/vendor that the unit must be dismantled in accordance with Section 3 prior to payment being issued.

3. **NEW BUS OPERATION AND MAINTENANCE, OLD BUS REQUIREMENTS**

- 3.1 *Renewable Fuel Purchase Requirements.* The Grantee must show proof of renewable fuel purchase in sufficient quantity to propel the new bus for the mileage accumulated during the three year project life. The following default fuel efficiency rates shall be used to calculate the quantity of fuel which must be purchased for non-hybrid Project types: 1) Diesel – 6 miles per gallon, 2) Compressed Natural Gas – 1.07 pounds per mile or 23.22 scf per mile; 3) Propane – 3.9 miles per gallon. The Grantee may request and the APCO may approve the use of alternate factors. Project types utilizing hybrid vehicles must provide documentation from the dealer or manufacturer stating estimated fuel consumption. This will be used to determine the quantity of fuel that must be purchased. The Air District will use documentation provided with Annual Reporting, listed in Section 3.6 of this agreement, for verification. .
- 3.2 *Maintenance Requirements.* Grantee shall operate and maintain the new bus according to the manufacturer's warranty specifications.
- 3.3 *Operational Status.* Grantee shall maintain records and information describing the operational status of the new bus. The types of records and documents which can be used to satisfy this requirement may include, but not be limited to records of routine maintenance performed and the corresponding

purchase orders, repair estimates or work orders, and communication with the vehicle manufacturer. Within ten (10) calendar days of a request from the Air District, the Grantee shall supply said records and information in the manner specified by the Air District.

3.4 **Disposal / Dismantle Requirements for Old Bus.** The old bus that is replaced must be dismantled in accordance with the CARB RSBPP Grant Agreement no later than 60 days after receipt of the new replacement bus. For purposes of this Agreement, "Dismantle" means to punch, crush, stamp, hammer, shred, or otherwise render the old bus chassis permanently and irreversibly incapable of functioning as originally intended. In addition, it means the cutting or punching of a hole no less than five (5) inches diameter in the engine block. Grantee shall provide the Air District with notice of the date of dismantling, method and VIN of the dismantled bus.

3.5 **Required Proof of Disposal / Dismantle.** After disposing / dismantling the old bus in accordance with Section 3.4, the Grantee shall prepare the documentation listed in this Section, and shall submit copies to the Air District on or before the Project milestones listed in Section 6 of Attachment A. Records shall be maintained at the physical location of the Grantee Contact listed in Section 10 of Attachment A. Upon request, records shall be made accessible within a reasonable amount of time. The records required to be maintained pursuant to this Agreement shall be retained by the Grantee throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) additional years beginning on the date the Equipment Utilization Phase ends.

- A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantles (REG 42); or
- A DMV Junk Slip and Certificate of Destruction from the entity destroying the vehicle noting the vehicle has been junked and is non-revivable; and
- A completed copy of Attachment C, the Dismantle Certification Form, and applicable photographic evidence. Using the form, the Grantee must attest that the vehicle and engine were dismantled in accordance with the definition of "Dismantle" set forth in Section 3.4, above. In addition the following photographs must be submitted:
 - 1) The Vehicle Identification Number
 - 2) The engine serial number
 - 3) Photographic representation of the methods used to dismantle both the engine and non-engine portion of the bus

3.6 **Recordkeeping and Annual Reporting.** The Grantee shall collect data on the operation of the new bus. The data points to be collected are: mileage, maintenance, CHP certification status, and any other pertinent information the Air District may request to verify the performance of the duties specified in this Agreement. Mileage information shall be recorded, at a minimum, twice per year on the following dates: 1) The anniversary date the new bus was placed into active service; and 2) December 31. Maintenance and certification information shall be recorded and logged upon occurrence. The Grantee shall prepare and submit a report of the information collected throughout the reporting period for the duration of the Equipment Utilization Phase as defined in Section 2.1(2) and in accordance with the requirements and schedule in Section 6 of Attachment A.

4. ON-SITE INSPECTIONS, RECORDS RETENTION, AND AUDITS

- 4.1 New & Old Vehicle. The Grantee shall allow the Air District, CARB employees, and their designated representatives to physically inspect both the new bus and the old bus, if any, for the purpose of verifying Grantee's performance of the duties under this Agreement. Access to conduct an inspection shall be granted, after reasonable notice, during normal business hours throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) years beginning on the date the Equipment Utilization Phases ends.
- 4.2 Records Retention. Grantee shall retain the following records: 1) Mileage logs; 2) Purchase orders, invoices, and work orders required for reimbursement of equipment, infrastructure, and fuel costs pursuant to Section 4 of Attachment A; and 3) Annual reports required pursuant to Section 3.4. Records shall be maintained at the physical location of the Grantee Contact listed in Section 10 of Attachment A. Upon request, records shall be made accessible within a reasonable amount of time. The records required to be maintained pursuant to this Agreement shall be retained by the Grantee throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) additional years beginning on the date the Equipment Utilization Phase ends.
- 4.3 Records Inspection, Audits. Grantee shall allow the Air District, the CARB, the California Department of General Services, the California Department of Finance (DoF), the Bureau of State audits, or any of their designated representatives to inspect, audit, and make copies of any Project records or supporting documentation related to the performance of this Agreement. Grantee shall allow access to records during normal business hours with reasonable notice. Additionally, Grantee shall allow interviews of any employees who might reasonably have information related to such records.
- 4.4 Survival of Termination. The requirements in this Section 4 shall survive the termination of this Agreement.

5. CHANGE IN OPERATIONAL STATUS

- 5.1 Notification of Change in Operational Status. Grantee shall provide written notification to the Air District in the event of a Change in Operational Status for the Project Equipment. Notice shall be made within thirty (30) calendar days of its occurrence. For purposes of this Section, a "Change in Operational Status" shall mean: 1) the wrecking, scrapping or rendering of the Project Equipment such that it is unfit for service; 2) the selling or transferring of ownership of the Project Equipment to another entity; or, 3) the removal of the Project Equipment from active service for a period or periods longer than 30 consecutive calendar days for reasons beyond the control of the Grantee including but not limited to mechanical defect, accident, or *Force Majeure* pursuant to Section 7.8 of this Agreement.
- 5.2 Change in Operational Status. In the event of a Change in Operational Status that the APCO determines is permanent, the Grantee shall repay a prorated amount of the total grant funds received under this Agreement. Payment in full of the prorated amount shall be received by the Air District within sixty (60) days of the date the Change in Operational Status event occurred. The amount of the repayment shall be determined using the following schedule which is prorated and set on a sliding scale based upon the timing of the change in status event relative to the Equipment Utilization Phase start date.
- If prior to the anniversary date of the first year of operation by Grantee: ninety percent (90%) proration of the Total Grant Award; and

- If after the first year of operation, but prior to the anniversary of the second year of operation by Grantee: sixty percent (60%) proration of the Total Grant Award; and
- If after the second year of operation, but prior to the anniversary date of the third year of operation by Grantee: thirty percent (30%) of the Total Grant Award.

In the event of the sale or transfer of ownership of the Project Equipment, the APCO may, in his discretion, waive the repayment requirements of this Section if the subsequent owner or operator of the new vehicle signs a successor contract with the Air District guaranteeing that the new vehicle will continue to be used within the Air District in compliance with the terms of this Agreement, and will provide equal or greater emission reductions than would have been achieved in this initial Agreement.

6. TERMINATION

6.1 Prior to Disbursement of Funds. Either party may terminate this Agreement at any time prior to transfer of grant funds by giving written notice of termination to the other party, in accordance with this Section. Notice of termination under this paragraph shall be given at least thirty (30) days before the effective date of such termination, and said notice shall specify the effective date thereof. Notwithstanding the above, failure by either Party to execute this Agreement within sixty (60) days of the signature by the other Party will result in cancellation of the Agreement without notice.

6.2 Reimbursement Request, Grantee Default. The Air District may cancel or withhold payment of any grant fund disbursement if the APCO determines that Grantee has failed to comply with, or meet any obligation of this Agreement. The APCO shall give 10-day notice of his/her intent to cancel or withhold such payment and the basis therefore. Grantee will be given a reasonable opportunity to cure the non-compliance prior to the Air District canceling or withholding such payment. If Grantee is found to be in default of operation and maintenance requirements as defined in Section 3 above, a prorated repayment of the grant award will be required as per Section 5.2.

6.3 Grantee Ineligibility. The Grantee shall be required to repay/return awarded grant funds should the project be deemed ineligible.

7. MISCELLANEOUS

7.1 Indemnification. Each party shall indemnify, defend and hold harmless the other party, its officers, employees, agents, and successors-in-interest against any and all claims, suits or actions resulting solely from the performance by the indemnifying party of its duties under this Agreement, excepting only such claims, suits or actions that are caused by the sole negligence or willful misconduct of the indemnifying party.

7.2 Notices and Contact. All notices required by this Agreement shall be given in writing and will be effective when served by personal delivery, upon confirmation of receipt by the recipient when sent by e-mail or facsimile transmission, or four (4) calendar days after being deposited, postage prepaid, registered or certified, in the United States mail, to the relevant address(es) or facsimile number as set forth in Attachment A. Other communications as may be required from time to time shall be sent to the Contact person identified in Attachment A. Either party may change Notice and Contact information at any time by written notice. All communication to the Air District shall reference the Project Number.

- 7.3 **Entire Agreement.** This Agreement represents the entire Agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7.4 **Amendment.** This Agreement may not be changed or modified except in writing and signed by the parties hereto.
- 7.5 **Independent Contractor.** None of the Grantee's agents, subcontractors or employees shall be construed as agents or employees of the Air District.
- 7.6 **Assignment.** This Agreement may not be assigned, transferred, hypothecated, subcontracted or pledged by Grantee without the express prior written consent of the Air District. Assignment of this Agreement must be a condition of transfer of the vehicle identified in Attachment A to any successor organization to the Grantee.
- 7.7 **Severability.** Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the invalid portion(s), reasonably be interpreted to give effect to the intentions of the parties.
- 7.8 **Force Majeure.** Neither the Air District nor Grantee shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Air District or Grantee (each, a "Force Majeure Event"). The party justly claiming the occurrence of a Force Majeure Event must notify the other party of the Force Majeure Event within ten (10) calendar days of discovery of the Force Majeure Event, and will have thirty (30) days following such Force Majeure Event to resume its performance under this Agreement; *provided*, however, that the other party's corresponding obligations (including the corresponding obligation, if any, to pay monies when otherwise due) will be similarly suspended during such time period, and *provided further*, that if the Grantee's Force Majeure Event continues for more than thirty (30) days, the Air District may terminate this Agreement immediately and without any liability to any party, other than for obligations incurred up to the date the Force Majeure Event commenced.
- 7.9 **Right to Claim Emission Reductions.** The CARB retains the exclusive right to claim any emission reduction credits under state or federal law that might result from emissions reduced by the Project implemented pursuant to this Agreement.
- 7.10 **CEQA Review.** The Grantee must fulfill all requirements of the California Environmental Quality Act (CEQA) with regard to the Project. This includes ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies prior to construction in compliance with the Act, state law, and local ordinance.
- 7.11 **Grant Publicity.** The Grantee must acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.'

- 7.12 Attorney Fees. In the event the Air District is required to enforce any terms or conditions of this Agreement by court action, it shall be entitled to an award of attorney's fees and costs.
- 7.13 Third Party Beneficiary Rights. The CARB is an intended third party beneficiary of this Agreement and reserves the right to audit and enforce the terms of this Agreement at any time throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) years beginning on the date the Equipment Utilization Phases ends.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized representatives effective as of the date of the last party signing below.

HOLTVILLE UNIFIED
SCHOOL DISTRICT


Celso Ruiz, Superintendent

Date: 6/27/19

NORTH COAST UNIFIED AIR QUALITY
MANAGEMENT AIR DISTRICT

 ACTING APO
Brian Wilson, Air Pollution Control Officer

Date: 7/12/19

Mitchell Drye

From: Jason Davis via Smartsheet <automation@app.smartsheet.com>
Sent: Friday, November 6, 2020 8:51 AM
To: Mitchell Drye
Subject: RSBPP Grant Application O292: Part B

Follow Up Flag: Follow up
Flag Status: Flagged



Dear Mitchell W. Drye,

Thank you for taking time out of your schedule to discuss the Rural School Bus Pilot Project (RSBPP) grant application identified below.

Application #: O292

Applicant: Holtville Unified School District

Technology Type: Zero Emission - Electric (Battery) or Fuel Cell

Grant Funding Potential: \$405,000.00

If you would like to move forward with Part B of the review process, please use the link below to submit the information requested. In the first step you will be asked to enter your application number - see above.

<https://app.smartsheet.com/b/form/2406c09f1184494094459a81dc3c6895>

Looking forward to working with you.

Michelle Hanson
(707) 443-3093

ID: 4751261904988036 | [Unsubscribe](#)
Powered by Smartsheet Inc. | [Privacy Policy](#) | [Report Abuse/Spam](#)

LIONC

All-Electric Type C
School-Bus



 **LION ELECTRIC**

Quote summary



Quote number QUO-01549
Revision Id 0
Effective From Closed
Effective To Closed

CUSTOMER INFORMATION
Mitchell Drye
Holtville Unified School District
621 East Sixth Street
Holtville
California
92250-1450
(760) 356-2974

SALES MANAGER INFORMATION
Eduardo Gonzalez Caamaño
Sales Manager
562.268.6221
eduardo.caamano@thelionelectric.com

BILLING ADDRESS INFORMATION
621 East Sixth Street
Holtville
California
92250-1450
United States

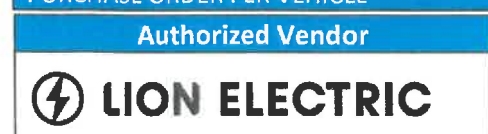
SHIPPING ADDRESS INFORMATION

Item name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
2021 LionC - Base Model	\$319,283.38	1	\$0.00		\$319,283.38
125 miles	\$30,000.00	1	\$0.00		\$30,000.00
278WB_71_3pointseatbelts	\$0.00	1	\$0.00		\$0.00
LionC CEC Bundle	\$0.00	1	\$0.00		\$0.00

Option name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
CEC - Added Value Package	\$21,000.00	1	\$0.00	\$0.00	\$21,000.00
CEC - Safety & Technology Package	\$11,000.00	1	\$0.00	\$0.00	\$11,000.00
CAMERA SYSTEM-GATEKEEPER 5 HEAD (W AUTOWAKE, WIFI, GPS)	\$4,854.67	1	\$0.00		\$4,854.67
ROSCO BACKUP CAMERA	\$1,221.00	1	\$0.00		\$1,221.00
ACOUSTIC HEADLINER	\$995.00	1	\$0.00		\$995.00
DRIVER STORAGE - LH BARRIER	\$200.00	1	\$0.00		\$200.00
HANDRAIL - RH	\$79.00	1	\$0.00		\$79.00
AIR CONDITIONING SYSTEM	\$0.00	1	\$0.00	\$0.00	\$0.00
FOG LIGHTS	\$0.00	1	\$0.00	\$0.00	\$0.00
SPARE WHEEL AND TIRE	\$0.00	1	\$0.00	\$0.00	\$0.00
PA SYSTEM	\$0.00	1	\$0.00	\$0.00	\$0.00
PRE-WIRE - 2-WAY TRACE/PULL LINES ONLY	\$0.00	1	\$0.00	\$0.00	\$0.00
PRE-WIRE - CAMERA TRACE/PULL LINES ONLY - AT REQUESTED LOCATION	\$0.00	1	\$0.00	\$0.00	\$0.00
THREE POINT BELTS (PER PASSENGER)	\$0.00	1	\$0.00	\$0.00	\$0.00
CEC LionC Shipping Incl.	\$0.00	1	\$0.00	\$0.00	\$0.00

Grant	Quantity	Amount per vehicle	Line Total
OPENING SOON - North Coast Unified AQMD - Rural School Bus Pilot Project	1	\$359,538.15	\$359,538.15

TOTAL DEPOSIT DUE AT THE TIME OF PURCHASE ORDER PER VEHICLE		Detail Amount	\$388,633.05
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This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

Quote summary



*Delivery approximation subject to change due to pandemic restrictions

Total Discount	-\$32,000.00
Subtotal	\$356,633.05
Sales Taxes %7.750	\$2,894.60
Federal Excise Taxes %.000	\$0.00
Tire Tax	\$10.50
Freight Amount	\$0.00
Subtotal with freight and taxes	\$359,538.15
Total Grants Funding	-\$359,538.15
Total Amount	\$0.00

Quote Number: QUO-01549
Revision Id: 0

Customer Signature Indicating Acceptance of Quote: _____

Purchase Order Number: _____

Title/Position: _____

Date: _____

*Note: Price subject to change upon final P.O. acceptance.

Authorized Vendor



This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

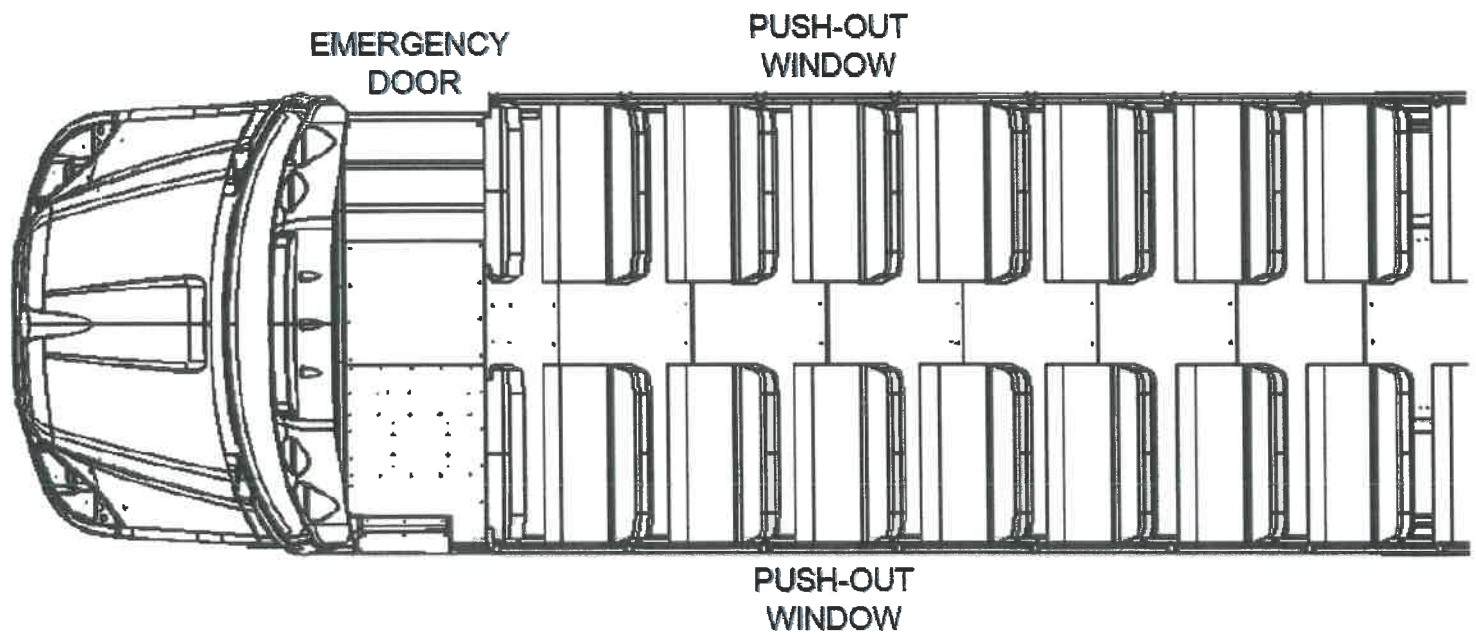
LIONC - BASE SPECIFICATIONS

GROSS VEHICLE WEIGHT RATING (GVWR)	Up to 33,000 lbs
LENGTH	Up to 473 in.
HEADROOM	78 in.
TIRE AND RIM	11R22.5
CHARGE PORT	FRONT
SINGLE SPEED ELECTRIC MOTOR	UP TO 240 H.P. - 350 H.P. (230 kW) / 1200 - 1800 FT-LBS TORQUE
REGENERATIVE BRAKING SYSTEM	STANDARD
HIGH VOLTAGE BATTERIES	LITHIUM-ION (NMC)
AC CHARGING	ON-BOARD CHARGER - 19.2 kW
SOUND GENERATOR	STANDARD (0-20 MPH)
12 V BATTERIES	2 X 950 CCA
CONDENSER MODEL	CS-3
SIDE EVAPORATOR MODEL	EZ-5
REAR EVAPORATOR MODEL	EZ-91
DASH EVAPORATOR MODEL	ID-23
FRONT & REAR TOW HOOKS	STANDARD
POLYETHYLENE STEPWELL	STANDARD
POLYETHYLENE BATTERY BOX, TRAY AND WHEELHOUSES	STANDARD
COMPOSITE REAR EMERGENCY DOOR	STANDARD
COMPOSITE ABS EXTERIOR BOW CAP	STANDARD
INTEGRATED TRASH CAN	STANDARD
ONBOARD TOUCHSCREEN (TELEMATICS, STATS AND DIAGNOSTICS)	STANDARD
SMART CHARGE	STANDARD
PREHEAT SETTING	STANDARD
CHARGING INDICATORS AS CLEARING LIGHTS	STANDARD
CHARGE READY PILOT LIGHT	STANDARD
ON/OFF MASTER DISCONNECT SWITCHES	STANDARD
CUP HOLDER	STANDARD
ELECTRIC HORN	STANDARD
FLAPS	STANDARD
VISOR	ACRYLIC, ADJUSTABLE
STOP ARM	LED STOP ARM - FMVSS
ROOF	WHITE COMPOSITE
BODY PANELS	YELLOW COMPOSITE
RUB RAILS	BLACK STEEL
BRAKES BRAND & MODEL	MERITOR, WABCO
TIRE BRAND	BF GOODRICH OR EQUIVALENT
DRIVER SEAT	GREY CLOTH - WITH - ARM REST
PASSENGER SEATS	39 in. - GREY - HIGH BACKS
TRF-KIT	STANDARD
FIRST AID KIT	STANDARD
FIRE EXTINGUISHER	STANDARD
CHILD CHECK MATE	STANDARD
CUP HOLDER	STANDARD
DRIVER JACKET HOOK	STANDARD
2 ROOF HATCHES	STANDARD
4 PUSH-OUT EMERGENCY EXIT WINDOWS (2 LH AND 2 RH)	STANDARD
ACCOUSTIC HEADLINER FOR PASSENGER ZONE	STANDARD
DOOR LOCKING DEVICES (REAR, ENTRANCE, SIDE IF APPLICABLE)	STANDARD
ENTRANCE DOOR EMERGENCY HANDLE - EXTERIOR	STANDARD
LED LIGHTS	STANDARD
TINTED WINDOWS AND GLASS - 26%	STANDARD
ELECTRIC ENTRANCE DOOR MECHANISM	STANDARD
HEATED MOTORIZED STAINLESS REARVIEW MIRRORS	STANDARD
HEATED STAINLESS CROSSVIEW MIRRORS (HOOD MOUNT)	STANDARD
6" X 30" INTERIOR REARVIEW MIRROR	STANDARD
6" X 30" SUNVISOR (NOT OPAQUE)	STANDARD
2 X WINDSHIELD DEFROSTER FANS (RH & LH)	STANDARD
2 X ENTRANCE DOOR GRAB RAILS (LH & RH)	STANDARD
3/4" MARINE GRADE PLYWOOD	STANDARD
BLACK RUBBER FLOORING	STANDARD
FRONT & REAR TOW HOOKS	STANDARD
RADIO AM/FM/CD/AUX/USB - 4 SPEAKERS	STANDARD
CROSSING ARM (CROSS-GATE) - READY, NOT INSTALLED	STANDARD
REAR ROOF MOUNTED STROBE LIGHT - READY, NOT INSTALLED	STANDARD
FRONT BUMPER FOG LIGHTS - READY, NOT INSTALLED	STANDARD
INTERIOR PA SYSTEM	STANDARD
AUXILIARY HEATER FUEL	STANDARD



LAYOUT 278-12

12 seat rows, 71 passengers



1 855 546-6706
info@thelionelectric.com



TERMS AND CONDITIONS OF SALE

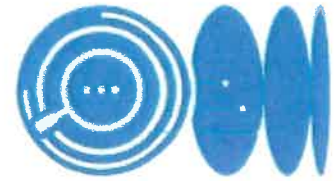
- 1. Application of Terms.** It is expressly agreed between Lion Electric Company ("Lion") and you ("Customer") that the sale of Lion's products is governed exclusively by these Terms and Conditions of Sale ("Terms and Conditions"). Lion's acceptance of Customer's purchase order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Lion.
- 2. Quotations and Prices.** Quotations given by Lion to Customer are not an offer to sell but only an invitation for an order. No transaction shall be deemed completed until Lion has accepted Customer's purchase order and Lion reserves the right not to accept a purchase order, or a portion thereof, for any reason.
- 3. Cancellations.** Purchase orders that have been accepted by Lion cannot be cancelled by Customer without prior written authorization of Lion and Customer agrees to indemnify Lion against any loss arising from any cancellation, and to reimburse Lion for all expenditures incurred by Lion with respect to any cancellation.
- 4. Payment.** Subject to credit approval, payment for all amounts due hereunder shall be due at the time of delivery, unless otherwise expressly agreed to by Lion in writing. Notwithstanding the foregoing, Lion may at its sole discretion require that full payment be executed before delivery of any product. Payments not received when due will be subject to a late fee of 2%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Lion. In addition to other rights and remedies, Lion reserves the right in its sole discretion, either to: (a) withhold deliveries and/or shipments, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Lion deems itself insecure with respect to Customer's ability to pay for the purchase order.
- 5. Security Deposit.** When a security deposit is required in the Quotation, the payment must be paid by the Customer upon reception of the invoice issued by Lion. The amount of the security deposit will be deducted from the final invoice. Providing that a government entity cannot issue a security deposit, the said entity shall be exempted from the obligation upon written justification to Lion.
- 6. Taxes.** Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Lion. Customer agrees it will be responsible and shall indemnify Lion for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Lion due to incorrect taxing information furnished by Customer.
- 7. Delivery and/or Shipment.** Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver and/or ship in accordance with such estimates. No liability shall attach against Lion on account of any delay in delivery and/or shipment by Lion. Customer agrees to accept partial or pro rata deliveries and/or shipments and hold Lion harmless from any liability that may result from Lion's inability to execute in full any purchase order.
- 8. Title and Risk of Loss.** All goods shall be shipped DDP – Delivery Duty Paid unless otherwise expressly agreed to by Lion in writing. Risk of loss pass to Customer at the point of delivery. Customer agrees to indemnify, defend and hold Lion harmless from any and all losses arising out of any or all claims, suits and/or demands related to the products while at Customer's risk.
- 9. Transportation Charges.** All transportation charges and related expenses shall be the responsibility of Customer unless otherwise expressly agreed to by Lion in writing. If freight is allowed at Lion's cost, Lion reserves the right to select the carrier of choice and the unloading of material at the point of destination shall be the sole responsibility of Customer. For all shipments, Lion responsibility ceases when the transportation company receives the material in good condition. The shipment must be checked upon Customer receipt for transportation damages, and if damaged, a claim must be made against the transportation company immediately and sufficient evidence provided to Lion.
- 10. Limited Warranty.** Products manufactured by Lion are covered by the limited warranty terms, available upon request, of such products. For products not manufactured by Lion, any warranty issued by the manufacturer or vendor of products shall be solely that of the manufacturer or vendor and not of Lion. Lion hereby assigns to Customer, as of the date that title passes to Customer for such products, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the products, and Lion hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.
- 11. Disclaimer.** EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, LION MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY LION CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR CUSTOMER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND IS ACCEPTED BY CUSTOMER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO LION. LION SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY CUSTOMER OR ANY OTHER SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF CUSTOMER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY LION. CUSTOMER'S EXCLUSIVE REMEDY AGAINST LION FOR BREACH OF ANY WARRANTY ARISING HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SPECIFIC PRODUCT OR REPERFORMANCE OF THE SERVICE AT ISSUE, OR RETURN OF THE PURCHASE PRICE. LION ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



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TERMS AND CONDITIONS OF SALE

- 12. Limitation of Liability.** IN NO EVENT SHALL LION BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES; (B) LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LOSS OF TIME; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY; WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT LION HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. MOREOVER, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL LIABILITY OF LION TO CUSTOMER EXCEED THE VALUE OF THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.
- 13. Applicable Law.** The construction, validity and performance of these Terms and Conditions (and any dispute, claim or obligation under it, whether contractual or noncontractual) shall be governed by the laws of the Province of Quebec and the parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montreal (Quebec, Canada). These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 14. Use of Customer Name.** Customer agrees that Lion may use Customer's name and logo to identify Customer as a customer of Lion on Lion's website, and as a part of a general list of Lion customers for use and reference in Lion corporate, promotional, and marketing materials. Customer agrees that Lion may issue a press release identifying Customer as a Lion customer and describing the nature of the Products, Services and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.
- 15. Nature of the Relationship.** No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Lion shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Lion to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Lion may refer to Customer as a customer reference in business dealings with potential customers, Lion financing matters and in press releases.
- 16. Compliance with Privacy Laws.** Customer acknowledges and agrees that any Personal Information that Customer provides to Lion in connection with Lion's products or services, or that are otherwise transferred or made accessible to or collected or received by Lion through Customer's use of Lion's products or services, will be Processed in accordance with the terms of Lion's privacy notice, as posted on its website. Customer represents and warrants that any Personal Information Processed by Lion on behalf of Customer in connection with Lion's provision of its products or services under this agreement has been collected and disclosed by Customer in compliance with all applicable Privacy Laws and other applicable laws or collective agreements. "Privacy Laws" means the privacy and data protection laws of any jurisdiction to which either of the

parties is subject when Processing Personal Information under this agreement including, by way of example but not limitation, An Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Personal Information Protection and Electronic Documents Act (Canada); and applicable U.S. Federal and State privacy laws, including the Gramm-Leach-Bliley Act, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act. "Personal Information" means any information about an identified individual, including information that, alone or in combination with other available information, may be used to identify an individual, including any information to which applicable Privacy Laws may apply. "Processing" or "Processed" means to take any action or perform any operation or set of operations that Lion's products and services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy.

- 17. Export Restrictions.** Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States, Canada or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Lion harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Lion shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.
- 18. Force Majeure.** No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



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MEMORANDUM

TO: HOLTVILLE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

FROM: JOHN PAUL WELLS, ASSISTANT SUPERINTENDENT
HOLTVILLE UNIFIED SCHOOL DISTRICT

SUBJECT: TEMPORARY INCREASE TO SUB PAY

DATE: 12/10/2021

Dear Board of Trustees:

As we move through the academic year, schools around the County are experiencing several obstacles in maintaining open, in-person instruction. A problem common to all districts in Imperial County is in finding classroom substitutes, as demand for these employees is extremely high. Coupling increased teacher absences due to quarantines and illness with a shortage of substitutes, schools in Imperial County are scrambling to find subs. This has caused several districts around the County to raise sub rates on a temporary basis.

The current sub rate for Holtville Unified is \$155/day for fully-cleared subs and \$124/day for subs cleared through waiver. While the current rates are the highest our District has ever had, school sites are still struggling, forcing HUSD principals to either pull other qualified staff members to take on classes, sit in as a substitute themselves, or split classes among other teachers. All of these options take staff away from regular work duties and/or have a detrimental impact to student learning.

HUSD has increased efforts to recruit more subs. The District has advertised both on EdJoin and has distributed flyers at the local SDSU campus, with little impact. The bottom line is that the District is competing with higher-paying districts for a smaller pool of subs. It is our hope that by raising the daily rate for all subs (those fully-cleared and those with waivers), we can help to bring in a larger number to our pool.

HUSD Management asks that the Board temporarily raise the rate to \$200 through the end of the 2021-22 school year, and revisit the issue in 2022-23 to see if the rate needs to be continued.