



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

June 23, 2022

Board of Trustees

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells



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

Thursday, June 23, 2022

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

Holtville Unified School District, Board Room, 621 E 6th Street Ave., Holtville, CA. 92250

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

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

1. PRELIMINARY

Call to Order

Flag Salute

Roll Call

Present Absent

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., Member

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

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

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

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

4. CLOSED SESSION

A) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

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

5. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
SPECIAL MEETING – June 23, 2022
AGENDA PAGE 2**

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

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

7. CONSENT AGENDA

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

A. GENERAL FUNCTION

1) Adoption of Minutes: June 13, 2022 & June 20, 2022 Pgs. 2-7

B. PERSONNEL SERVICES

1) Classified Employment Pg. 9
2) Certificated Employment Pg. 10

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

8. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

A) Approve the 2021-22 Estimated Actuals/2022-23 July 1 Budget

(Mr. Wells) ***

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

B) Approve Board Resolution 2021/22-015 Regarding the 2022-23 Education Protection Account
(Mr. Wells) Pgs. 12-15

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

C) Approve Board Resolution 2021/22-016 to Authorize Temporary Borrowing Between Funds of the School District
(Mr. Wells) Pg. 16

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

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
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AGENDA PAGE 3**

ACTION/DISCUSSION ITEMS continued

- D)** *Approve Board Resolution 2021/212-017 a Stipend for Certificated and Classified Management, Executive Management and Confidential and Unrepresented Classified Employees, due to COVID-19, AB-130, and the applicable health and safety orders*

(Mr. Ruiz) Pg.17

Motion: _____ Second: _____

Roll Call Vote: Hester: _____ Cartee: _____ Grizzle: _____ Garewal: _____ Abatti: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

- E)** *Approve Board Resolution 2021/22-018, A Resolution of the Governing Body of Holtville Unified School District, Authorizing the Execution and Delivery of a Master Governmental Lease-Purchase Agreement and Supplement No. 0011583-001 Thereto with Respect to the Acquisition, Purchase, Financing and Leasing of Certain Equipment for the Public Benefit; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of all Other Actions Necessary to the Consummation on the Transactions Contemplated by this Resolution*

(Mr. Wells) Pgs. 18-34

Motion: _____ Second: _____

Roll Call Vote: Hester: _____ Cartee: _____ Grizzle: _____ Garewal: _____ Abatti: _____

Ayes: _____ Nays: _____ Vote: ____ - ____

9. FUTURE BOARD MEETING DATE

Thursday, June 30, 2022 is the next Special Board Meeting

10. ADJOURNMENT

***** Available online <https://www.husd.net> or a hardcopy available at the District Office**

MISSION STATEMENT

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

MINUTES

**Holtville Unified School District
Regular Board Meeting
Minutes – June 13, 2022**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on June 13, 2022, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:04 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: Matt Hester, President

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

B) Negotiations with the CSEA Chapter 338 – Pursuant to Government Code Section 3549.1

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

REPORT OF CLOSED SESSION In: 5:10 p.m. **Out:** 6:20 p.m.

Nothing to report

RECOGNITIONS

Maria Lopez, Migrant Counselor, introduced the students that participated and placed in the Migrant Speech Tournament. Sofia Zavala, Gabriela Arellano, Zuly Castaneda, Isabella Rodriguez, Rosalba Garcia, Eva Zavala, Genezis Lopez, Maite Martinez, Yanesi Padilla, Yaneli Lopez, Jonathan Hurtado, Ayleen Ruiz, Cesar Yanez, Alba Castaneda, Lesly Plascencia, and Mariel Estrada. Mariel Estrada was also recognized as the Honor Student of the Year.

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.

Daniela Vega, Labor Relations Representative, gave the Board a copy of an MOU that the local CSEA would like to present in a future board meeting that is related to the current salary schedule, and also an MOU requesting a stipend for the ongoing impacts of work-related conditions and procedures due to the COVID-19 pandemic.

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – Mr. Quarcelino thanked the board members for attending the promotions and graduations.

Trustee Abatti congratulated the Migrant students that were recognized and commended the principals and staff on the nice promotion and graduation ceremonies.

Trustee Garewal congratulated the students recognized and thanked the CSEA for all of their hard work. They want to have a professional and positive relationship with all of the staff.

Trustee Grizzle congratulated the Migrant students, and the graduations were very nice.

Trustee Cartee added that it was a very challenging year, but the staff handled it very well.

HUSD is great because of the employees.

Mr. Ruiz congratulated the Migrant students and is glad the year is over. Summer school will begin on Monday, June 13 and there will be additional ASES hours that will include dinner for students.

CONSENT AGENDA

GENERAL FUNCTIONS

Moved by Trustee Grizzle, Seconded by Trustee Garewal to approve the following consent agenda items as follows: GENERAL FUNCTION – Adoption of Minutes: May 16, 2022 & June 9, 2022. FINANCE AND BUSINESS – Warrant orders week beginning 5/12/22 to week ending 6/2/22. PERSONNEL SERVICES – Certificated resignation of Lauren Hoff, Teacher (HMS & HHS) Classified Resignation/Retirement of Ericka Pompa, Speech & Language Assistant (District); Alicia Gutierrez, Cafeteria Worker II (District); Claudia Gutierrez, Cook (District); Alma Reyes Torres, Paraprofessional (Pine); Vivian Gonzalez, Paraprofessional (Pine). Classified Employment of Nazarie Robinson, Paraprofessional (Finley); Alexander Martinez, Cafeteria Full-time (District). Classified Paternity Leave of Mario Lemus, Bus Driver (District). Summer School Employment of Sandra Duran, TK Teacher (Finley); Lal Hayden, CBK Teacher; Nicole Tumbaga, Kinder Teacher; Cecilia Rodriguez, 1st Teacher; Chelsea Garcia, 2nd Teacher; Mariana Madrigal, 3rd Teacher; Annette Carranza, 4th Teacher; Karina Renteria, 5th Teacher; Jose Villapudua, 6th Teacher; Valerie Cornejo, TK Teacher/Paraprofessional; Julia Meza, Paraprofessional; Liliana Aragon, CBK Teacher/Paraprofessional; Esperanza Velazquez, Kinder Teacher/Paraprofessional; Daniela Jimenez, Paraprofessional; Victoria Arvizu, Paraprofessional; Tonya Hawk, Paraprofessional; Aime Carrillo, Paraprofessional; Blaise Cazares, Paraprofessional; Fausto Ramirez, Paraprofessional; Marco Page, Principal; Blanca Mendez, Secretary; Marely Garcia, Substitute; Gabriela Medina, Substitute (Finley); Samantha Williams, K-1st Teacher (Migrant); Annabel Lyerly, 2nd Teacher; Nayeli Garcia, 3rd teacher; Crystal Arias, 4th Teacher; Marci Mange, 5th Teacher; Diana Reyes, 6th Teacher; Katy Knapp, 7th Teacher; Lee Quarcelino, 8th Teacher; Vivian Gonzalez, Paraprofessional; Danielle Mauldin, Paraprofessional; Melissa Palacios, Paraprofessional; Kelsey Chabolla, Paraprofessional; Pat Harrison, Principal; Nadia Pizano, Secretary; Maria Lopez, Counselor (Migrant); Luis Chairez, ELA Teacher (HHS); Robert Moedano, Math Teacher; Bonnie Sorenson, Science Teacher; Carson Cronkright, Ag Mechanics Teacher; Ethan Ming, Patient Care Teacher; Pompeyo Tabarez, Public Safety; Gabriel Ponce, Business Management; David Avila, Math; Anthony Arevalo, Principal; Karolina

**Holtville Unified School District
Regular Board Meeting
Minutes – June 13, 2022**

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CONSENT AGENDA

GENERAL FUNCTIONS continued

Lopez, Secretary (HHS); Joe Escalera, Teacher (Sam Webb); Fernanda Ledezma, Counselor (Adult Ed); Eric Velazquez, Principal/LCAP (HMS); Marla Ponce, Secretary (HMS); Mitch Drye, Principal (Sam Webb). GENERAL BUSINESS – 2022-23 HUSD Board Meeting Schedule. MOU between HUSD & the School Librarian Regarding Services for the 2022-23 SY. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

PUBLIC HEARING

Public Hearing regarding the Local Continuity and Accountability Plan (LCAP). Mr. Velazquez provided a power point on the Annual LCAP. HUSD plans to spend \$24,704,030.08 for the 2022-23 SY. Of that amount \$7,126,207.70 is tied to actions/services in the LCAP. The continuing impacts of the COVID-19 pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges for the 2021-22 SY. HUSD is committed to implementing the LCAP to provide the necessary services to our students.

ACTION/DISCUSSION ITEMS

Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve the Side Letter of Agreement Between HUSD and the Holtville Teachers Association Regarding the Impacts & Effects of AB 13 & the COVID-19 Public Health Emergency. Mr. Ruiz explained that on the State level it was required to offer independent studies. There were several students that needed independent studies especially after the Christmas break. The teachers had to provide instruction, support, and related services to the students on independent studies. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve Municipal Lease of IC Bus Model CE School Bus through Creative Bus Sales, utilizing South County Support Services Agency of Fresno piggyback bid# 2122-SC11-01 C. Mr. Wells explained that we have an aging fleet. Although the fleet has been well maintained, with changing emission standards, our fleet is outdated. We currently have 3 electric buses, but they are not able to take them to San Diego. We are in need of energy efficient diesel buses in order to travel to San Diego. Passed by unanimous votes Ayes: 4, Nays: 0.

FUTURE BOARD MEETING DATE

Regular Board Meeting: Monday, June 20, 2022
Special Board Meeting: Thursday, June 23, 2022

ADJOURNMENT

The meeting adjourned at 6:59 p.m.

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

**Holtville Unified School District
Regular Board Meeting
Minutes – June 20, 2022**

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The Board of Trustees of the Holtville Unified School District met in a Regular Session on June 20, 2022, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:00 p.m. by the Presiding Chairman.

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

MEMBERS ABSENT: Robin Cartee, Clerk

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION

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

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:08 p.m.
Nothing to report

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.
Nothing

COMMUNICATION FROM THE SCHOOL DISTRICT

HTA – Mr. Quarcelino thanked the board members for approving the stipend for the teachers.

INFORMATION ITEMS

Mr. Drye presented a report on the Local Indicator results. The Dashboard is an online tool that shows how educational agencies and schools are performing in relation to the State and Local indicators, as part of the California's school accountability system. The Dashboard provides information that school can use to improve, and parents can use to pick and choose which schools to send their students. The Local Indicators consists of Priorities 1,2,3,6 & 7. The State Indicators are Priorities 4 & 5.

**CONSENT AGENDA
GENERAL FUNCTIONS**

Moved by Trustee Grizzle, Seconded by Trustee Garewal to approve the following consent agenda items as follows: FINANCE AND BUSINESS – Warrant orders week beginning 6/16/22. PERSONNEL SERVICES – Certificated resignation of Ana Duran, Counselor (Sam Webb & FA); Erika Berryman, Speech Pathologist (District). Classified Maternity Leave of Diana Bernal, Paraprofessional (HMS). Classified Resignation of Valerie Mendoza, Paraprofessional (HHS). GENERAL BUSINESS – Agreement for Legal Services with Currier & Hudson; MOU between the Imperial County Consortium Teacher Induction Program & the Holtville Unified School District regarding the Provision of Teacher Induction Services for the 2022-23 SY. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

PUBLIC HEARING

Public Hearing regarding the Holtville Unified School District's 2021-22 Estimated Actuals/2022-23 July 1 Budget Report. Mr. Wells presented a power point with the 2021-22 estimated actuals ending balance with totals \$10,036,652 the July 1 beginning balance, and \$7,710,246 the June 30 ending balance. The general fund unrestricted balance is estimated to increase approximately \$43,000 from last report, mostly due to increased revenue projections local rev (MAA) and lower unrestricted contributions (CTEIG). The 2022-23 July budget expenditures show \$25,211,418 in total expenses, and the 2022-23 July budget ending balance at \$7,891,359. The District will continue to monitor budget projections and provide updates to Board. The next report will be in September which is the 2021-22 Unaudited Actuals. There were no comments or questions from the Board or public.

ACTION/DISCUSSION ITEMS

Moved by Trustee Abatti, Seconded by Trustee Grizzle to approve the 2022/23 Local Control and Accountability Plan (LCAP). Mr. Velazquez presented the LCAP last week during the Public Hearing. There were no questions or comments from the public or the Board. He asked the Board to approve the 2022-23 LCAP. Passed by unanimous votes Ayes: 4, Nays: 0. Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve Board Resolution 2021/22-014 a Resolution Ordering and Election, Requesting County Elections to Conduct the Election, Requesting Consolidation of the Election, and Specifications of the Election Order. Roll Call Vote: Hester; Aye: Grizzle; Aye: Garewal; Aye: Abatti; Aye. Passed by unanimous votes Ayes: 4, Nays: 0.

**Holtville Unified School District
Regular Board Meeting
Minutes – June 20, 2022**

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FUTURE BOARD MEETING DATE

Special Board Meeting: Thursday, June 23, 2022

ADJOURNMENT

The meeting adjourned at 6:40 p.m.

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

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CLASSIFIED EMPLOYMENT FOR 2021/22
DATE: JUNE 23, 2022

The Board is requested to approve the following Classified Employment:

1.	Alexis Estrada	ASES	Finley
2.	Sydney Mange	Substitute	District
3.	Jessica Barrientos	Substitute	District
4.	Yadira Hernandez	Custodian	District
5.	Manuel Diaz	Custodian	District
6.	Brandon Navarro	Grounds	District
7.	Tomas Flores	Maintenance	District
8.	Viridiana Dale	Attendance Secretary	HHS

MEMORANDUM

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

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

1. Melissa Palacios

Counselor

SW/FA/HHS

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

*HOLTVILLE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021/22-015*

REGARDING THE 2022-23 EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved temporary sales and income tax increases with Proposition 30 on November 6, 2012; and voters approved Proposition 55 on November 8, 2016 which allowed the sales tax increase to expire in 2016 while extending the increased income tax rates through 2030.

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and Proposition 55 amended Article XIII, Section 36 of the California Constitution effective November 8, 2016 and commencing on January 1, 2018.

WHEREAS, the provisions of Article XIII, Section 36(e) create in the State General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f) of the California Constitution;

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of **June 23, 2022**;

2. In compliance with Article XIII, Section 36(e), of the California Constitution, the governing board of the Holtville Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: _____, 2022

Board Member

Board Member

Board Member

Board Member

Board Member

Budget03a

Budget Object Summary

Model OB23-01 July 1st Budget

Fiscal Year 2022/23

Fund 010 General Fund

Revenue	Description	Amount	Percentage of Sources
8000	Revenue Limit (Summary)	3,902,975.00	100.00%
Total Revenue		3,902,975.00	100.00%

Expenditure	Description	Amount	Percentage of Sources
1000 Certificated Salaries			
1100	Certificated Teachers' Salarie	2,883,386.96	73.88%
Total 1000		2,883,386.96	73.88%

3000 Employee Benefits			
3100		543,798.23	13.93%
3200		17,462.11	.45%
3300		46,126.98	1.18%
3400		346,464.03	8.88%
3500		14,475.53	.37%
3600		34,959.82	.90%
3700		16,301.34	.42%
Total 3000		1,019,588.04	26.12%
Total Expenditure		3,902,975.00	100.00%

Starting Balance	.00
+ Revenues	3,902,975.00
- Expenditures	3,902,975.00
- Budgeted Reserves & Fund Bal	.00
= Unappropriated Balance	.00

Starting Balance	.00
+ Total Revenues	3,902,975.00
= Total Sources	3,902,975.00

Expenditure	Description	Amount	Percentage of Sources
1000	Certificated Salaries	2,883,386.96	73.88%
2000			%
3000	Employee Benefits	1,019,588.04	26.12%
4000			%
5000			%
6000			%
7000			%
- Total Expenditures		3,902,975.00	100.00%
- Total Budgeted Reserves and Fund Balance		.00	.00%
= Unappropriated Balance		.00	.00%

Selection Grouped by Account Type, (Org = 30, Restricted? = Y, Control? = N, Resource = 1400, Object Digit = 2)

ESCAPE ONLINE

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HOLTVILLE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021/22-016

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Holtville Unified School District hereby authorizes, for fiscal year **2022-23**, temporary transfers between the following funds and authorizes the Imperial County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

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

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

PASSED AND ADOPTED by the Governing Board on _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF IMPERIAL

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

WITNESSED my hand this _____, 2022

Clerk/Secretary of the Governing Board

FORM OF AUTHORIZING RESOLUTION NO. 2021/22-017

A RESOLUTION OF THE GOVERNING BODY OF HOLTVILLE UNIFIED SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 0011583-001 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Holtville Unified School District (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement Number 0011583 dated as of June 21, 2022 (the "Agreement"), and Supplement No. 0011583-001 dated as of June 22, 2022 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with WELLS FARGO BANK, N.A. (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Superintendent of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Superintendent of the Lessee is hereby authorized and directed to execute, and the Assistant Superintendent of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the Superintendent of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Superintendent and Assistant Superintendent of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 23rd day of June, 2022.

Holtville Unified School District, as Lessee

ATTEST:

By: _____

By: _____

Name: Celso Ruiz

Name: John Paul Wells

Print Name and Title: Superintendent

Print Name and Title: Assistant Superintendent

Bank-Qualified Designation

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

Supplement Number 0011583-001 dated as of June 21, 2022 to
Master Governmental Lease-Purchase Agreement
Number 0011583 dated as of June 21, 2022

Name and Address of Lessee:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Lessee hereby designates the above referenced Master Governmental Lease-Purchase Agreement and Supplement thereto (collectively, the "Lease") to which this Designation is attached, as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease.

Executed On: 6/23/2022

Lessee: Holtville Unified School District

By
Celso Ruiz, Superintendent
Print Name and Title

Incumbency Certificate

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

I, Robin Cartee, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Holtville Unified School District, a political subdivision or agency duly organized and existing under the laws of the State of California, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Master Governmental Lease-Purchase Agreement Number 0011583 dated as of June 21, 2022 and any Supplements thereto and any escrow agreement related thereto.

NAME

Celso Ruiz

TITLE

Superintendent

SIGNATURE

John Paul Wells

Assistant Superintendent

IN WITNESS WHEREOF, I have duly executed this certificate as of 6/23/2022.

SECRETARY/CLERK

Master Governmental Lease Purchase Agreement

WELLS
FARGO

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

Master Governmental Lease Purchase Agreement Number 0011583 dated as of June 21, 2022

Name and Address of Lessee:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Master Governmental Lease Purchase Agreement Provisions ("Master Lease")

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Except as otherwise required by applicable law, upon Lessee's acceptance of the Equipment under the Lease, title to all Equipment shall vest in Lessee subject to Lessor's rights hereunder.

2. TERM. The term of this Lease shall begin on, and interest shall accrue from, the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement unless earlier terminated as provided herein. Upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Lease, Lessor and Lessee may enter into an escrow agreement establishing a fund from which the Total Cost for such Equipment is to be disbursed in accordance with disbursement requests as provided therein, and an amount equal to the Total Cost for such Equipment is to be deposited therein by Lessor. Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date, which shall be the date Lessor disburses the Total Cost or deposits such amounts into an escrow fund as provided herein, irrespective of when the Equipment is accepted by Lessee. When the Equipment under this Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor a delivery and acceptance certificate.

3. RENT; NON-APPROPRIATION. Lessee shall pay as basic rent for the term of this Lease the amount shown in the related Supplement as Total Basic Rent, subject, however to the provisions of this paragraph 3. As set forth in the related Supplement or an exhibit thereto, each basic rental payment consists of principal and interest portions. The Total Basic Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon (if applicable). Lessee shall pay advance installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, in which event they shall be set forth in the Supplement.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 14. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: WELLS FARGO BANK, N.A.

Lessee: HOLTVILLE UNIFIED SCHOOL
DISTRICT

By _____

By _____

Title _____

Celso Ruiz, Superintendent
Print Name and Title

4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

5. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS ACTING ONLY AS A FINANCING SOURCE WITH RESPECT TO LESSEE'S ACQUISITION OF THE EQUIPMENT; LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES. (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with (x) all federal, state and local laws, regulations and rules relating to Lessee, the Equipment and/or its use, (y) all manufacturer's instructions and warranty requirements, and (z) the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within one hundred and twenty (120) days after the end of each fiscal period, deliver to Lessor the audited financial statements of Lessee as at the end of and for such fiscal period, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding fiscal period, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied, and certified by an independent accounting firm; (vii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request; and (viii) comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the United States Treasury Regulations thereunder applicable to excluding the interest component of the basic rental payments under this Lease from the recipient's gross income for federal income tax purposes.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest thereunder, except those created under this Lease in favor of Lessor; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Equipment or change the location (or alternatively, the garage or base location with respect to vehicles or mobile equipment) of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change its name or address from that set forth above; or (vi) permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Code; (ii) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Master Lease and each Supplement and to perform all of its obligations hereunder and thereunder; (iii) the execution and delivery of this Master Lease and each Supplement and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not violate any judgment, order, law or regulation applicable to Lessee or result in a breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iv) the person signing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (v) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease and each Supplement, and Lessee has complied with such public bidding requirements as may be applicable to the transactions contemplated by this Master Lease and each Supplement; (vi) Lessee has obtained all other approvals and consents as are necessary to consummate the Master Lease and each Supplement; (vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (x) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or the ability of Lessee to perform its obligations under the Lease or any document delivered in connection with the Lease; (xi) no portion of the net proceeds of this Lease will be used to reimburse Lessee for any

payment made more than 60 days prior to the earlier of (I) the date Lessee executed the related Supplement or (II) any official action taken by Lessee or its governing body to evidence an intent to finance the Equipment described in the related Supplement; and (xii) in the event that the Total Cost of any Equipment includes a prepayment for updates, maintenance or support services with respect to computer software, the vendor thereof has confirmed to Lessee in writing (and such writing has been or will be delivered to Lessor) that the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable are regularly provided to non-governmental persons on the same terms.

7. TAXES. Lessee shall promptly pay when due, and indemnify and hold Lessor harmless, on an after-tax basis, all sales, use, property, excise and other taxes and all license, registration and governmental fees or charges now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

8. INDEMNITY. To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

9. ASSIGNMENT. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without the consent of Lessee; provided however, Lessor will deliver to Lessee written notice of an assignment. Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to this Lease in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lessor to act as its registration agent, which appointment Lessor hereby accepts. Lessor agrees on Lessee's behalf to maintain such record of all assignments. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each assigned Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

10. EQUIPMENT PERSONALTY. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

11. USE AND MAINTENANCE. Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and for the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer's specified maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition and working order as when originally received by Lessee, ordinary wear and tear excepted, and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use, all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become part of the Equipment for all purposes; provided, that any modification not required by law shall if requested by Lessor be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

12. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment (each, a "Loss"), Lessee shall promptly pay Lessor from insurance proceeds and other legally available funds, within ten (10) days after demand by Lessor, a payoff amount equal to the Termination Balance (as set forth on the related Supplement or an exhibit thereto) with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment) as of the rental payment due date immediately preceding the date of Loss, plus accrued interest thereon at the annual rate set forth on the related Supplement or an exhibit thereto from such rental payment due date through the date of payment to Lessor, computed on the basis of a 30 day month and 360 day year. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will release or transfer to Lessee, without recourse or warranty, all of Lessor's right, title (if any) and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall

deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum \$1 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment or the then applicable Termination Balance, whichever is greater. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder is \$1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds \$1 million. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. RETURN OF THE EQUIPMENT. Upon the termination of this Lease by Lessor pursuant to its rights under paragraph 18 or following an occurrence of an Event of Non-Appropriation, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassembly (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer's (or other authorized service representative's) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages.

If this Lease is terminated by Lessor pursuant to paragraph 18 or in connection with an Event of Non-Appropriation, then unless title is already vested in Lessor, title to the Equipment shall immediately and without any further action by Lessee vest in Lessor. Transfer of title pursuant to this paragraph shall occur automatically without the necessity of delivery or receipt of any bill of sale, certificate of title or any other instrument of conveyance. Lessee shall nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. ADDITIONAL ACTION; EXPENSES. Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the occurrence of an Event of Non-Appropriation or the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 3 hereof. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate set forth in the related Supplement, shall be deemed rent payable by Lessee upon demand, subject, however, to the provisions of paragraph 3 hereof.

16. LATE FEES. If any payment due hereunder is not received by Lessor within ten (10) days of its due date, Lessee agrees to pay a late fee to Lessor equal to the lesser of (i) 5% of the past due amount or (ii) the highest amount allowed by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessor to Lessee or (ii) Lessee's first knowledge thereof; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver,

or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

18. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(d), an amount equal to the basic rental payments and other amounts due under this Lease during Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lessee's then current fiscal period, and (ii) the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however to the provisions of paragraph 3 hereof.

d) To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessor may recover interest on any amount recoverable under this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 3 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

Lessee grants Lessor a security interest in the Equipment, and if applicable, in any escrow fund established in connection with the funding of this Lease, to secure its obligations under such Supplement, all other Supplements and all other indebtedness (except QFC Obligations) at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. In no event shall Lessee's obligations under this Lease be secured by any real property unless the document granting an interest in real property specifically references this Lease by date and/or Master Governmental Lease Purchase Agreement Number.

"QFC Obligations" means obligations arising under a securities contract, commodities contract, forward contract, repurchase agreement, swap agreement, or any similar agreement (as defined for purposes of Treasury Part 148 under 12 U.S.C. 5390(c)(8)(H) or FDIC Part 371 under 12 U.S.C. 1821(e)(8)(D)) that the FDIC determines by regulation, resolution, or order to be a qualified financial contract.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

19. NOTICES. Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and except as expressly provided in paragraph 3 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

21. NON-CANCELABLE LEASE. This Lease cannot be canceled, prepaid or terminated except as expressly provided herein or in the applicable Supplement.

22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

23. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under this Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated or Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the full scheduled term of such Lease, upon payment in full of all basic rental payments and other amounts payable by Lessee under such Lease for the full scheduled term of such Lease; (b) on the date Lessee pays to Lessor the payoff amount due under paragraph 12 with respect to all items of Equipment under this Lease; or (c) on any rental payment due date, upon payment by Lessee of the then applicable Termination Balance under such Lease as set forth on the related Supplement or an exhibit thereto plus the basic rental payment amount due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

24. COUNTERPARTS. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile, pdf or other reproduction of this Master Lease, a Supplement and/or any document related hereto or thereto (a "Counterpart") as the binding and

effective record of this Master Lease, a Supplement and/or such other document, whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease or any other document, the Counterpart acknowledged by Lessor (either in ink or electronically) shall constitute the record hereof or thereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that a Counterpart of this Master Lease or such other document received by Lessor, shall, when acknowledged by Lessor (either in ink or electronically), constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a document as the binding and effective record thereof, only such Counterpart acknowledged by Lessor's ink or electronic signature may be marked "Original" and to the extent that a Supplement or other document constitutes chattel paper, perfection of a security interest by possession or control may only be accomplished by possession or control of the Counterpart that bears Lessor's acknowledgement.

25. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisalment, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph 18.

26. MISCELLANEOUS. This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which Lessee is located. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

Supplement

to Master Governmental Lease-Purchase Agreement

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

Supplement Number 0011583-001 dated as of June 21, 2022 to
Master Governmental Lease-Purchase Agreement
Number 0011583 dated as of June 21, 2022

Name and Address of Lessee:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) New 2022 IC CE School Bus – VIN 4DRBUC8N8PB006122

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 621 East 6th Street, Holtville, CA 92250

SUMMARY OF PAYMENT TERMS	
Payment Term (Months): 84	Total Cost: \$176,992.04
Payment Frequency: Annual	Total Basic Rent: \$204,008.00
Basic Rental Payment: \$29,144.00	Interest Rate: 5.02%
Number of Payments: 7	Final Purchase Option Price: \$1.00
Advance Payments: First due on signing Lease	

Additional Provisions: Pursuant to paragraph 3 of the Master Lease, the schedule of basic rental payments is attached hereto as Exhibit A and incorporated herein by this reference. The Termination Balance referenced in the Master Lease shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

Notwithstanding anything to the contrary contained herein, if the rate of interest, late payment fee, prepayment premium or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees or charges shall be reduced to the maximum amount permissible under applicable law and any excess amounts shall be applied towards the Lessee's obligations hereunder.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: WELLS FARGO BANK, N.A.

Lessee: HOLTVILLE UNIFIED SCHOOL
DISTRICT

By _____

By _____

Title _____

Celso Ruiz, Superintendent

Print Name and Title

Commencement Date _____

Exhibit A

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

Supplement Number 0011583-001 dated as of June 21, 2022 to
Master Governmental Lease-Purchase Agreement Number 0011583 dated as of June 21, 2022

Lessee: Holtville Unified School District

Interest Rate: 5.02%

Date	Starting Balance	Takedown	Payment	Interest	Principal	Termination Balance
Jun-22	\$0.00	\$176,992.94	\$29,144.00	\$0.00	\$29,144.00	\$147,848.94
Jun-23	\$147,848.94	\$0.00	\$29,144.00	\$7,416.53	\$21,727.47	\$126,121.47
Jun-24	\$126,121.47	\$0.00	\$29,144.00	\$6,326.62	\$22,817.38	\$103,304.09
Jun-25	\$103,304.09	\$0.00	\$29,144.00	\$5,182.03	\$23,961.97	\$79,342.12
Jun-26	\$79,342.12	\$0.00	\$29,144.00	\$3,980.03	\$25,163.97	\$54,178.15
Jun-27	\$54,178.15	\$0.00	\$29,144.00	\$2,717.73	\$26,426.27	\$27,751.89
Jun-28	\$27,751.89	\$0.00	\$29,144.00	\$1,392.11	\$27,751.89	\$0.00
Total		\$176,992.94	\$204,008.00	\$27,015.06	\$176,992.94	

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: June 21, 2022

Lessee: Holtville Unified School District

By

Celso Ruiz, Superintendent

Print Name and Title

Verification of Information

WELLS
FARGO

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

Contract Number 0011583-001 dated as of June 21, 2022

Federal Tax ID # 95-2429231

Email Address: jpwells@husd.net

Documentation Contact Name: John Paul Wells, Assistant Superintendent

Principal Place of Business Address: 621 East 6th Street, Holtville, CA 92250

☒ The address stated above is correct.

☐ Change the address as stated below.

Street _____ City _____

State _____ Zip Code _____

Billing Address: 621 East 6th Street, Holtville, CA 92250

☒ The billing address stated above is correct

OR ☐ Change the billing address as stated below:

Street _____ City _____

State _____ Zip Code _____

Equipment Location: 621 East 6th Street, Holtville, CA 92250

☒ The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in Imperial County; or

☐ The equipment will be located at:

Street _____ City _____

State _____ County _____ Zip Code _____

(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Sales/Use Tax: (check one)

☒ Subject to sales and use tax. (Tax will be charged based on the type of equipment and on the state in which the equipment is located.); or

☐ Exempt from sales and use tax, for the following reason: _____
(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment, if other than a titled vehicle. Please report any equipment that is a taxable vehicle with other property you own.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: Holtville Unified School District

By _____

Celso Ruiz, Superintendent

Print Name and Title

Pay Proceeds

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

In reference to Contract Number 0011583-001 as of June 21, 2022, WELLS FARGO BANK, N.A. is irrevocably instructed to disburse payment as follows:

Payee	Item	Amount
Creative Bus Sales, Inc.	Invoice # _____	\$176,992.94

TOTAL FINANCED

\$176,992.94

Dated: June 21, 2022

Holtville Unified School District

By _____
Celso Ruiz, Superintendent
Print Name and Title

Delivery and Acceptance Certificate

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

Supplement Number 0011583-001 dated as of June 21, 2022 to
Master Governmental Lease-Purchase Agreement
Number 0011583 dated as of June 21, 2022

Name and Address of Lessee:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Equipment Description: One (1) New 2022 IC CE School Bus – VIN 4DRBUC8N8PB006122

Equipment Location: 621 East 6th Street, Holtville, CA 92250

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and WELLS FARGO BANK, N.A. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:
Student transportation including regular home-to-school
transportation, student field trips/extracurricular activities,
and student competitions.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: _____

Lessee: Holtville Unified School District

By _____
Celso Ruiz, Superintendent
Print Name and Title

Insurance

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

WELLS
FARGO

Contract Number 0011583-001 dated as of June 21, 2022

*****VERIFICATION OF INSURANCE COVERAGE MUST BE COMPLETED PRIOR TO FUNDING/CLOSING*****

Contact your agent to have a certificate of insurance sent to the attention of Diane Kaiser at diane.l.kaiser@wellsfargo.com or fax number 877-542-4813.

Name and Address of Lessee:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Equipment Description: One (1) New 2022 IC CE School Bus – VIN 4DRBUC8N8PB006122

Equipment Location: 621 East 6th Street, Holtville, CA 92250

Please complete, sign, and return this form along with your lease documents. In accordance with the provisions of your lease, insurance coverage is required as follows:

- 1. PHYSICAL DAMAGE INSURANCE** is required against the loss, theft of or damage to the equipment.
 - The minimum amount of coverage required is **\$176,992.94**
 - WELLS FARGO BANK, N.A., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
 - The amount of the deductible must be stated on the certificate of insurance.
- 2. AUTO LIABILITY INSURANCE** is required for bodily injury and property damage.
 - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
 - WELLS FARGO BANK, N.A., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
- The Physical Damage and Auto policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
- The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.
- The Underwriter/Carrier of the policy must have an AM Best Rating of A- or higher.
- Reference **Contract Number 0011583-001** on all policies.

LESSEE TO COMPLETE THE FOLLOWING:

Physical Damage and Auto Liability Insurance

Insurance Company Self-Insured Schools of CA Policy Number SAP7122 23 Deductible \$5,000
Agency Name Gallagher Agent Name Daniel Lemus
Email Address dlemus@tylerins.com Phone Number 760-482-2791 Fax Number 760-337-8428

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: Holtville Unified School District

By _____
Celso Ruiz, Superintendent
Print Name and Title

Titled Equipment Agreement and Acknowledgement

WELLS
FARGO

Wells Fargo Bank, N.A. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 0011583-001 dated as of June 21, 2022

Name and Address of Customer:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Equipment Description: One (1) New 2022 IC CE School Bus – VIN 4DRBUC8N8PB006122

The Equipment must be titled as follows:

Owner Name & Address:
Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

Lienholder Name & Address:
Wells Fargo Bank, N. A.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

- ☐ Customer will personally submit title work to state for processing
- ☒ Dealer will submit title work to state for processing
- ☐ Titling agency or other third party will submit title work to state for processing

Contact information for Titling Party:

Name Creative Bus Sales, Inc.
Street 14740 Ramona Avenue
City Chino State CA Zip Code 91710
Phone: 909-465-5528 Fax: 909-465-5529 Email Address: maurob@creativebussales.com

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Bank, N. A.
Attn: Title Administration Dept.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Customer: Holtville Unified School District

By _____
Celso Ruiz, Superintendent
Print Name and Title

Invoice

WELLS
FARGO

WELLS FARGO BANK, N.A. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

To: Holtville Unified School District
621 East 6th Street
Holtville, CA 92250

DATE OF INVOICE: June 21, 2022

Takedown T3-3906098907 - DUE IN ADVANCE

CONTRACT NO.	DESCRIPTION	CONTRACT PAYMENT	SALES/USE TAX	OTHER CHARGES	AMOUNT DUE
0011583-001	Advance Payment	\$29,144.00			\$29,144.00
	Documentation Fee			\$750.00	\$750.00
TOTAL DUE					\$29,894.00

WIRE TO:

ABA#: 121000248
Swift Code: WFBIUS6S
Bank Name: Wells Fargo Bank, N.A.
Account#: 0000010313
Account Name: Wells Fargo Equipment Finance, Inc.
Phone Advise: WFEF Customer Service 1-866-726-4714

REMIT TO:

Wells Fargo Bank, N. A.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415