Holtville

where tradition meets vision

HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Regular Board Meeting

September 15, 2025

Board of Trustees

Ben Abatti Jr., President
Julie Duarte, Clerk
Kevin Grizzle, Member
Larry Iten, Member
Jared Garewal, Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells

Holtville
where tradition meets vision

REGULAR MEETING
of the
BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
Monday, September 15, 2025
CLOSED SESSION 5:00 P.M, OPEN SESSION 6:00 P.M.
Holtville Unified School District, Board Room, 621 East Sixth Street, Holtville, CA. 92250

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

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

1. *PRELIMINARY*

Call to Order
Flag Salute
Roll Call

	Present	*Absent*
Ben Abatti Jr., President	_____	_____
Julie Duarte, Clerk	_____	_____
Kevin Grizzle, Member	_____	_____
Larry Iten, Member	_____	_____
Jared Garewal, Member	_____	_____

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

Motion: _____ *Second:* _____ *Ayes:* ___ *Nays:* ___ *Vote:* __-__

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

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

4. *CLOSED SESSION*

A) Closed Session in accordance with Government Code section 54957: Public Employee Discipline/Dismissal/Release
B) Public Employee Employment Government Code 54957 - Athletic Director

5. *REPORTABLE CLOSED SESSION ACTIONS:*

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

7. *COMMUNICATIONS FROM THE SCHOOL DISTRICT*

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

8. *CONSENT AGENDA*

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

A. *GENERAL FUNCTION*

1) *Adoption of Minutes: August 18, 2025 & September 3, 2025 (Supplemental Information)* — *Pgs. 3-7*

B. *FINANCE AND BUSINESS*

1) *Warrant Orders week beginning 9/4/25 to week ending 9/11/25 (Supplemental Information)* — *Pgs. 9-14*

C. *PERSONNEL SERVICES*

1) *Classified Employment* — *Pg. 16*
2) *Classified Resignation* — *Pg. 17*
3) *Coaching/Extra Duty Employment* — *Pg. 18*
4) *Coaching/Extra Duty Resignation* — *Pg. 19*
5) *Certificated Maternity Leave* — *Pg. 20*

D. *GENERAL BUSINESS*

The Board is asked to approve the following items:

1) *Update to the Holtville Unified School District Reclassification Criteria* — *Pgs.22-23*
2) *GA Cox Quote# 10625 for the Demolition of the Old School House Building at Pine School $70,962.00* — *Pg. 24*
3) *Holtville Middle School Fundraiser Schedule 2025-26* — *Pgs.25-26*
4) *HUSD School-Based Administrative Activities Participation Agreement* — *Pgs. 27-54*
5) *MOU between Heber School District & HUSD regarding the provision of speech-language services* — *Pgs. 55-61*

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

9. INFORMATION ITEMS

A) Construction update – Greg Cox

10. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

A) *Approve 2024-25 Unaudited Actuals/ 2025-26 First Budget Revision Report*
*(Mr. Wells) Pgs.****

Motion: _____ Second: _____
Roll Call Vote: Abatti: ___ Duarte: ___ Grizzle: ___ Iten: ___ Garewal: ___
Ayes: _____ Nays: _____ Vote: ___ - ___

B) *Approve Board Resolution 2025/26-001 Adopting the Gann Limit*
(Mr. Wells) Pgs. 64-66

Motion: _____ Second: _____
Roll Call Vote: Abatti: ___ Duarte: ___ Grizzle: ___ Iten: ___ Garewal: ___
Ayes: _____ Nays: _____ Vote: ___ - ___

C) *Approve Board Resolution 2025/26-002 Committing End Fund Balance*
*(Mr. Wells) Pgs. ****

Motion: _____ Second: _____
Roll Call Vote: Abatti: ___ Duarte: ___ Grizzle: ___ Iten: ___ Garewal: ___
Ayes: _____ Nays: _____ Vote: ___ - ___

D) *Accept the 2024-25 Education Protection Account Actual Expenditures Report*
*(Mr. Wells) Pg. ****

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

E) *Approval for Marely Garcia to teach Physical Education in grades 9-12 got Holtville High School on a Variable term Waiver under Ed Code 44265.3 for the 2025/26 school year*
(Mr. Ruiz)

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

F) *Approval for Yvonne Castro to teach Band at Holtville High School, grades 10-12 under Ed Code 44263 for the 2025/26 school year* *(Mr. Ruiz)*

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

11. FUTURE BOARD MEETING DATE

Monday, October 20, 2025, is the next Regular Board Meeting

12. ADJOURNMENT

****** A copy is 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

CONSENT AGENDA

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

MINUTES

Holtville Unified School District
Regular Board Meeting
Minutes – August 18, 2025

The Board of Trustees of the Holtville Unified School District met in a Regular Session on August 18, 2025, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 5:01 p.m. by the Presiding Chairman.

MEMBERS PRESENT: Ben Abatti Jr., President; Julie Duarte, Clerk; Larry Iten, Member; Jared Garewal, Member; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: Kevin Grizzle, Member

MODIFICATION OF THE AGENDA: Moved by Trustee Duarte, Seconded by Trustee Iten to table items C 1, 2 & 6. Passed by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

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

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

REPORT OF CLOSED SESSION In: 5:05 p.m. **Out:** 6:27 p.m.
Nothing to report.

ORAL COMMUNICATION FROM THE PUBLIC ON NON AGENDA ITEMS AND/OR ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURIDISDICTION OF THE BOARD.
Stacy Britschgi wanted to compliment on the school sites grounds. They all look very nice.

COMMUNICATIONS FROM THE SCHOOL DISTRICT
HTA – Ms. Arias welcomed back the teachers and staff. Teachers have been working hard to be ready for the school year. Thank you to the staff working over the summer at the sites. Thank you to the District office and Board for the delicious meals for the Professional Development week.
CSEA – Ray Castro welcomed back everyone. He is looking forward to a good year.
Garewal – welcomed back everyone and is looking forward to a great year.
Iten – saw a lot of smiling faces when he dropped off his kids at school today.
Duarte – thank you to the teachers and admin that having been working hard to get everything ready. Wishing everyone a successful school year.
Abatti – thanked Celso, JP, and Principals for all the work, facilities look good. Looking forward to the football season and all of the other sports. He welcomed Samantha Williams as principal at Pine.
Mr. Wells – echoed everyone's comments and mentioned that he is entering his 22nd year hear at HUSD but now is a parent of a TK student. He thanked the classified staff for the team effort.

Mr. Ruiz – thanked all for putting in a lot of time over the summer, working hard and getting ready for the school year. Looking forward to an amazing year.

CONSENT AGENDA
GENERAL FUNCTIONS
Moved by Trustee Garewal, Seconded by Trustee Iten to approve the following consent agenda items as follows: FINANCE AND BUSINESS – Warrant orders week beginning 8/7/25 to week ending 8/14/25. PERSONNEL SERVICES – Certificated Employment of Alma Reyes Torres, Teacher (Pine), 8/12/25. Classified Employment of Jamian Gascon, Cafeteria Worker II, 8/18/25; Yeeni Guzman, Bus Driver/Custodian, 8/13/25. Coaching/Extra Duty of Carl Johnston, Head Cross Country Coach, $5253; Omar Quevedo, Assistant Cross Country Coach, $3283; Joey Navarro, Head Girls Flag Football Coach, $5253; Michael Toten, Assistant Girls Flag Football Coach, $3283; Christian Gonzalez, Assistant Girls Flag Football Coach, $3283; Isaac Silva, Head Girls Golf Coach, $2626; Ilarion Castro, Assistant Girls Golf Coach, $2626; George McClure, Head Girls Tennis Coach, $5253; Nayeli Garcia, Head Girls Volleyball Coach, $5253; Mariana Garewal, Volunteer Assistant Girls Volleyball Coach,; McKenzie Flores, Volunteer Assistant Girls Volleyball Coach; Brook Plourd, Volunteer Assistant Girls Volleyball Coach; Kylie Toten, Assistant Volleyball Frosh, $3283; Jason Turner, Head Football Coach (Volunteer); Gilbert Villareal, Volunteer Assistant Football Coach, $1641; Micah Harrison, Assistant Football Coach, $1641; Carlos Contreras, Assistant Football Coach, $1641; Tyler Bennett, Assistant Football Coach, $1641; Phavian Gonzalez, Assistant Football Coach; Justin Stacy, Assistant Football Coach, $1641; Luz Ayon, Assistant Football Coach, $3383; Devron Gray, Assistant Football Coach, $1641; Yvette Rios, Assistant Cheer Advisor, $4925. GENERAL BUSINESS – Out of State and/or Overnight events HHS Sports. NAU Agreement for Clinical Practicum and/or Externship/Internship Education. HHS Fall Sports Game Schedules. All approved by unanimous votes, Ayes: 4, Nays: 0. Vote: 4-0.

FUTURE BOARD MEETING DATE
Regular Board Meeting: Monday, September 15, 2025

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

REPORT OF CLOSED SESSION In: 6:37 p.m. **Out:** 6:58 p.m.
Nothing to report.

ADJOURMENT
The meeting was adjourned at 6:58 p.m.

Julie Duarte, Clerk
Holtville Unified School District
Board of Trustees

Holtville Unified School District
Regular Board Meeting
Minutes – September 3, 2025

The Board of Trustees of the Holtville Unified School District met in a Special Session on September 3, 2025, at the Holtville Unified School District Board Room 621 E 6th Street, Holtville, California. The meeting was called to order at 11:32 a.m. by the Presiding Chairman.

MEMBERS PRESENT: Ben Abatti Jr., President; Julie Duarte, Clerk; Kevin Grizzle, Member; Larry Iten, Member; Jared Garewal, Member; Celso Ruiz, Superintendent; John Paul Wells, Assistant Superintendent.

MEMBERS ABSENT: None

MODIFICATION OF THE AGENDA: None

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

CLOSED SESSION
A) Superintendent's Evaluation – Government Code Section 54957

REPORT OF CLOSED SESSION **In:** 11:35 a.m. **Out:** 12:45 p.m.
Nothing to report.

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

CONSENT AGENDA
Moved by Trustee Garewal, Seconded by Trustee Grizzle to approve the following consent Agenda items as follows: GENRAL FUNCTION – Adoption of Minutes: August 5, 2025. FINANCE AND BUSINESS – Warrant orders week beginning 8/7/25 to week ending 8/28/25. PERSONNEL SERVICES – Certificated employment of Alexia Mendoza, Teacher (Finley). Classified Employment of Jamian Gascon, Cafeteria Worker II, District; Jimmy Rodrigues, SpEd Paraprofessional, HMS; Yeeni Guzman, Bus Driver/Custodian, District; Janeth Nunez, Temp Van Driver, District; Blanca Moya, Yard Aide, Finley; <Aria Caballero, ASES/ELOP Tutor; Marilin Cecno, ASES/ELOP Tutor; Vanessa Jaime, ASES/ELOP Tutor; Noah Sauceda, ASES/ELOP Tutor; Aleyza Woolfolk, ASES/ELOP Tutor; Hailie Buscaglia ASES/ ELOP Tutor. GENERAL BUSINESS – MOU between Imperial County Consortium Teacher Induction Program & HUSD regarding the Provision Services for the 2025-26 SY. All approved by unanimous votes, Ayes: 5, Nays: 0. Vote: 5-0.

ACTION/DISCUSSION ITEMS
Moved by Trustee Iten Seconded by Trustee Duarte to approve the Side Letter of Agreement between the Holtville Unified School District & Holtville Teachers Association (HTA). Mr. Ruiz

explained that he and Ms. Arias worked on the side letter to remove the Athletic Director position from the certificated bargaining unit and add the Athletic Director Assistant position as extra duty. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Garewal to approve the Side Letter of Agreement between the Holtville Unified School District and the California School Employee Association (CSEA) and its Chapter 338 and the job description for Administrative Support Specialist SpEd. Mr. Ruiz explained that the side letter added the reclassification and the new job description for Administrative Support Specialist SpEd, which was previously Special Ed Secretary. The position will be on the salary schedule at Range 27, 12-months per year, 8 hour per day. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Duarte, Seconded by Trustee Iten to approve the Request for Allowance of Attendance Due to Emergency Conditions. Mr. Ruiz explained that these forms need to be sent to the State Department so that the students do not have to make up a day due to the closure the day after the storm. We are working with ICOE also, they will provide a letter with the documents. The city of Holtville did declare a state of emergency, he believes this will help the request. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Grizzle, Seconded by Trustee Garewal to approve the Job Description for Athletic Director, Classified Management. Mr. Ruiz explained that this is a working document. Passed by unanimous votes Ayes: 5, Nays: 0. Moved by Trustee Garewal, Seconded by Trustee Iten to approve the Updated Schedule for Classified Management/Confidential to include Athletic Director. The salaries were added to include the Athletic Director position with and without a bachelor's degree. Passed by unanimous votes Ayes: 5, Nays: 0.

FUTURE BOARD MEETING DATE
Regular Board Meeting: Monday, September 15, 2025

ADJOURNMENT
The meeting was adjourned at 12:58 p.m.

_____

Julie Duarte, Clerk
Holtville Unified School District
Board of Trustees

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

WARRANTS

Register 000363 - 09/04/2025 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account **COUNTY - County**, Register **000363**, Dated **09/04/2025**					
26338292	735.78	Printed	010		A T & T (000008/2)
26338293	264.00	Printed	010		AKESO OCCUPATIONAL HEALTH (001026/3)
26338294	3,143.26	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26338295	153.00	Printed	010		ASBURY ENVIRONMENTAL SERVICES (000042/1)
26338296	348.04	Printed	010		AUTO ZONE (000049/1)
26338297	2,843.64	Printed	010		AVILA, DAVID (000510/1)
26338298	13,425.43	Printed	010		BorderLan, Inv (000737/1)
26338299	250.00	Printed	010		Burgos, Reyna (001199/1)
26338300	502.35	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26338301	14,442.58	Printed	010		CARDMEMBER SERVICES (000322/2)
26338302	250.00	Printed	010		CARRANZA,ANNETTE (000600/1)
26338303	250.00	Printed	010		CASTILLO, BRENDA (000513/1)
26338304	92.67	Printed	010		D LUPITAS RESTAURANT (000119/1)
26338305	11.43	Printed	130		DEL SOL MARKET (000125/1)
26338306	8,115.32	Printed	010		DELL MARKETING LP (000126/1)
26338307	239.00	Printed	010		Department of Justice Accounting Office (000130/1)
26338308	491.40	Printed	130		FBC OF HENDERSON LLC (000154/3)
26338309	2,278.43	Printed	010		FERGUSON ENTERPRISES INC (000156/2)
26338310	1,498.35	Printed	010		FORENSIC DRUG TESTING (000162/1)
26338311	1,250.00	Printed	010		FOSTER & FOSTER,INC (001321/1)
26338312	237.07	Printed	010		GARCIA, ANN (000689/1)
26338313	3,022.27	Printed	010		GEAR UP SPORTS, INC (001397/1)
26338314	4,028.19	Printed	130		GOLD STAR FOODS, INC (001163/2)
26338315	1,464.59	Printed	130		HOLLANDIA DAIRY, INC (000608/1)
26338316	108.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26338317	3,200.00	Printed	010		HOLTVILLE UNIFIED SCHOOL DISTR (000202/1)
26338318	1,912.35	Printed	010		HOUGHTON MIFFLIN HARCOURT (000205/1)
26338319	564.11	Printed	010		INTERSTATE BILLING SERVICE (001051/2)
26338320	250.00	Printed	010		IRUNGARARY,MARIA (000534/1)
26338321	15.39	Printed	010		JOHN DEERE FINANCIAL (000324/1)
26338322	21.73	Printed	010		JOSE CHABOYA (000497/1)
26338323	156.42	Printed	010		KC AUTO SERVICE LLC (001368/1)
26338324	44.30	Printed	010		LEMUS, MARIO (000638/1)
26338325	603.14	Printed	010		ORTIZ,XOCHITL (000528/1)
26338326	76.49	Printed	010		QUILL CORP (000318/1)

Register 000363 - 09/04/2025 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account **COUNTY - County**, Register **000363**, Dated **09/04/2025** (continued)					
26338327	69.06	Printed	010		QUILL CORP (000318/1)
26338328	18.95	Printed	010		QUILL CORP (000318/1)
26338329	768.74	Printed	010		QUILL CORP (000318/1)
26338330	99.87	Printed	010		QUILL CORP (000318/1)
26338331	266.65	Printed	010		QUILL CORP (000318/1)
26338332	49.55	Printed	010		QUILL CORP (000318/1)
26338333	140.19	Printed	010		R S D (000320/1)
26338334	250.00	Printed	010		RAMOS, PATRICIA (000578/1)
26338335	96.27	Printed	010		REXEL ESD (000329/2)
26338336	250.00	Printed	010		RUIZ, JOANNA (001194/1)
26338337	28,154.10	Printed	010		SAN DIEGO CO OFFICE OF EDUCATI (000334/1)
26338338	250.00	Printed	010		SANCHEZ. JESUS (001300/1)
26338339	2,759.06	Printed	010		SCHOOL OUTFITTERS (000347/3)
26338340	6,372.74	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26338341	31,214.64	Printed	010		SOFTCHOICE CORPORATION (000786/2)
26338342	10,200.00	Printed	010		SUBJECT TECHNOLOGIES, INC (001151/2)
26338343	101.76	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338344	48.28	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338345	79.92	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338346	706.28	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338347	192.16	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338348	922.52	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338349	1,225.98	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338350	117.76	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338351	1,068.72	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338352	621.74	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338353	265.28	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26338354	250.00	Printed	010		TERRILL, TIFFANY (000588/1)
26338355	800.00	Printed	010		TREICY G FLORES LONA (001391/1)
26338356	270.00	Printed	010		TYPING.COM LLC Banesco USA Lock Box Services (001305/2)
26338357	348.72	Printed	010		UNFIRST CORPORATION (000727/2)
26338358	2,470.79	Printed	010		Verizon Wireless Services LLC (000422/1)
26338359	855.00	Printed	010		WATER TREATMENT SERVICES (000483/1)
	157,593.46	**Number of Items**	**68**	**Totals for Register 000363**	

Org Summary

Holtville Unified School District

Check #	**26338292**	through	**26338359**	Total Count	68	**$157,593.46**

Register 000364 - 09/11/2025 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account **COUNTY - County**, Register **000364**, Dated **09/11/2025**					
26339129	1,690.56	Printed	010		ACSA FOUNDATION FOR ED ADMI (000016/4)
26339130	118.50	Printed	010		AGUIRRE, LILLIAN (000503/1)
26339131	5,025.56	Printed	010		AMAZON CAPITAL SERVICES, INC (000822/1)
26339132	972.67	Printed	010		APPLE COMPUTER INC (000037/1)
26339133	1,859.87	Printed	010		BAKER DISTRIBUTING COMPANY (000053/1)
26339134	1,152.50	Printed	110		BDJTech (000925/3)
26339135	26,076.41	Printed	010		BENCHMARK EDUCATION COMPANY (000500/1)
26339136	250.00	Printed	010		BOJORQUEZ-CASTRO, ARTURO (001148/1)
26339137	1,310.89	Printed	010		CALIFORNIA SCHOOLS VEBA (000083/1)
26339138	174.26	Printed	010		CAPITAL ONE TRADE CREDIT (000972/3)
26339139	8,037.26	Printed	400		CARDMEMBER SERVICES (000322/2)
26339140	384.15	Printed	130		CDE CASHIERS OFFICE (000095/1)
26339141	147.12	Printed	130		COSTCO (000110/1)
26339142	238.50	Printed	010		COX.LINDSAY (000522/1)
26339143	1.45	Printed	130		DEL SOL MARKET (000125/1)
26339144	361.00	Printed	010		DR. JANICE DEL PILAR (001375/1)
26339145	567.32	Printed	010		FERGUSON ENTERPRISES INC (000156/2)
26339146	705.70	Printed	010		FIDELITY SECURITY LIFE INSURANCE CO (000276/1)
26339147	3,859.00	Printed	010		FLORDIA VIRTUAL SCHOOL ATTN: FINANCIAL SERVICES (000904/2)
26339148	99.00	Printed	010		FORENSIC DRUG TESTING (000162/1)
26339149	604.48	Printed	010		GEORGES PIZZA (000177/1)
26339150	1,996.72	Printed	130		GOLD STAR FOODS, INC (001163/2)
26339151	450.00	Printed	010		GONZALES, JOSE (001367/1)
26339152	250.00	Printed	010		GUZMAN. ALFREDO (000680/1)
26339153	255.00	Printed	010		IMPERIAL COUNTY BEHAVIORAL (000216/1)
26339154	28.00	Printed	010		IMPERIAL VALLEY ROP (000232/1)
26339155	30.69	Printed	010		INTERSTATE BILLING SERVICE (001051/2)
26339156	1,433.75	Printed	010		Jack Schreder & Associates (000824/2)
26339157	107.95	Printed	010		JOHN DEERE FINANCIAL (000324/1)
26339158	258.80	Printed	010		JOHNSTON, CARL J (000533/1)
26339159	6,557.50	Printed	210		LANDMARK CONSULTANTS, INC (000717/1)
26339160	1,800.00	Printed	010		LEXIA VOYAGER SOPRIS INC (001410/2)
26339161	250.00	Printed	010		LOBSTEIN,STEVEN (000542/1)
26339162	249.28	Printed	010		MCALPINE, LORI (000555/1)
26339163	250.00	Printed	010		MCALPINE,LEIGH (000556/1)

Register 000364 - 09/11/2025 Bank Account COUNTY - County

Number	Amount	Status	Fund	Cancel Register (Date)	Payee
Bank Account **COUNTY - County**, Register **000364**, Dated **09/11/2025** (continued)					
26339164	240.98	Printed	010		MING ETHAN (000278/2)
26339165	237.96	Printed	010		MOEDANO,ROBERTO (000568/2)
26339166	246.92	Printed	010		ORTIZ,XOCHITL (000528/1)
26339167	1,009.75	Printed	010		PITNEY BOWES BANK INC PURCHASE POWER (000308/2)
26339168	10.76	Printed	010		QUILL CORP (000318/1)
26339169	498.96	Printed	010		ROTO ROOTER SEWER (000332/1)
26339170	446.30	Printed	010		SAVVAS Learning Company LLC (000896/2)
26339171	399.81	Printed	130		SHAMROCK FOODS COMPANY (000356/2)
26339172	462.04	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26339173	1,287.78	Printed	130		SYSCO FOOD SERVICES OF SAN DIE (000384/1)
26339174	333.96	Printed	010		UNFIRST CORPORATION (000727/2)
26339175	223.36	Printed	010		VANACKER, CHAD (000584/1)
26339176	5,950.00	Printed	010		VANTAGE LEARNING (000418/2)
26339177	250.00	Printed	010		VILLAPUADA, JOSE (000624/2)
26339178	5,089.92	Printed	010		VISION SERVICE PLAN (000424/1)
26339179	13,180.70	Printed	010		VOL. EMPLOYEES' BENEFITS ASSOC (000480/1)
26339180	386.77	Printed	010		WATER TREATMENT SERVICES (000483/1)
	97,809.86	**Number of Items**		**52**	**Totals for Register 000364**

Org Summary						
Holtville Unified School District						
Check #	**26339129**	through	**26339180**	Total Count	52	**$97,809.86**

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

SUBJECT: CLASSIFIED EMPLOYMENT FOR 2025/26

DATE: SEPTEMBER 15, 2025

The Board is requested to approve the following Classified Employment for 2025-26 SY:

1.	Bibian Saldana	Paraprofessional	Finley
2.	Jazmin Camacho	Paraprofessional	Finley
3.	Daniela Vasquez	Paraprofessional	Finley
4.	Dalia Padilla	PE Assistant	HMS

MEMORANDUM

TO: BARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

SUBJECT: CLASSIFIED RESIGNATIONS

DATE: SEPTEMBER 15, 2025

The Board is requested to accept the following Classified Resignation:

1.	Bibian Saldana	ELOP Tutor	9/5/25
2.	Suzanne Gonzalez	SpEd Paraprofessional (HHS)	9/12/25
3.	Diego Briseno	SpEd Paraprofessional (HHS)	9/12/25

MEMORANDUM

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

SUBJECT: COACHING/EXTRA DUTY EMPLOYMENT

DATE: SEPTEMBER 15, 2025

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

1.	Brian Phillips	Technology Stipend (Pine)	
2.	Samantha Chimits	ASB Advisor (Pine)	
3.	Lyndzie Godfrey	Yearbook Advisor (Pine)	
4.	Hector Gonzalez	Monthly on call stipend	$400
5.	Raymundo Castro	Monthly on call stipend	$400
6.	Brandon Navarro	Monthly on call stipend	$400

MEMORANDUM

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

SUBJECT: COACHING/EXTRA DUTY RESIGNATIONS

DATE: SEPTEMBER 15, 2025

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

1. Joanna Ruiz HHS Softball Coach 9/5/2025

MEMORANDUM

TO: BOARD OF TRUSTEES

FROM: CELSO RUIZ, SUPERINTENDENT

SUBJECT: CERTIFICATED MATERNITY LEAVE

DATE: SEPTEMBER 15, 2025

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

1) Sinai Cabrales Teacher (HHS) 10/7/25 – 11/5/25

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

GENERAL BUSINESS

Holtville
UNIFIED SCHOOL DISTRICT

Reclassification Criteria

Students must satisfy at least one item within each of the criteria categories.
School sites must convene to inform planning, placement, and personal goals for the short term and the next school year for students who do not meet reclassification criteria.

- Criterion 1: Assessment of English Language Proficiency
  - Summative ELPAC Overall Performance Level 4; or
  - Summative Alternate ELPAC Level 3; ~~or~~
- ~~School sites must convene to inform planning, placement, and personal goals for the short term and the next school year for students who score at Summative ELPAC Overall PL 3 or lower~~

- Criterion 2: Teacher Evaluation
  - Passing grade in Reading and Language Arts (K-8) or English (9-12) course; or
  - Use of formative and summative assessments, including OPTEL, to evaluate students' receptive and expressive skills; or
  - Progress toward linguistically appropriate goals in student IEP (if applicable)

- Criterion 3: Parent Consultation
  - Parent opinion and consultation to inform parents/guardians of the reclassification process

- Criterion 4: Basic Skills Relative to English Proficient Students
  - Level 3 (Standard Met) or higher on CAASPP SBAC ELA (3-12), or
  - Level 3 (Understanding) on CAA ELA (3rd – 11th); or
  - Proficient reading level on STAR Reading (3rd – 8th) or Early Literacy (Kinder – 2nd)
    - TK – 8th: At or above grade level
    - 9th – 12th: At or above 9th grade level

DELAC/EL PAC Review: 06/11/2025
Board Review: 09/15/2025

Holtville
UNIFIED SCHOOL DISTRICT

Reclassification Criteria

Los estudiantes deben cumplir al menos un requisito de cada categoría de criterios.
Las escuelas deben reunirse para informar sobre la planificación, la colocación y los objetivos personales a corto plazo y para el próximo año escolar de los estudiantes que no cumplan con los criterios de reclasificación.

• Criterio 1: Evaluación del dominio del inglés • o ELPAC sumativo de nivel 4; o • o ELPAC sumativo alternativo de nivel 3; ~~or~~ • ~~School sites must convene to inform planning, placement, and personal goals for the short term and the next school year for students who score at Summative ELPAC Overall PL 3 or lower~~
• Criterio 2: Evaluación del docente • o Aprobar el curso de Lectura y Lengua y Literatura (K-8) o Inglés (9-12); o • o Utilizar evaluaciones formativas y sumativas, incluyendo OPTEL, para evaluar las habilidades receptivas y expresivas de los estudiantes; o • o Progresar hacia las metas lingüísticamente apropiadas del IEP del estudiante (si corresponde)
• Criterio 3: Consulta con los padres • o Opinión y consulta con los padres para informarles sobre el proceso de reclasificación.
• Criterio 4: Habilidades básicas en relación con estudiantes con dominio del inglés • o Nivel 3 (Estándar cumplido) o superior en la evaluación CAASPP SBAC ELA (3.º a 12.º grado), o • o Nivel 3 (Comprensión) en la evaluación CAA ELA (3.º a 11.º grado); o • o Nivel competente en lectura en STAR Reading (3.º a 8.º grado) o en alfabetización temprana (kínder a 2.º grado). • ☐ TK a 8.º grado: Al nivel de grado o superior. • ☐ 9.º a 12.º grado: Al nivel de grado o superior.

DELAC/EL PAC Review: 06/11/2025
Board Review: 09/15/2025

GA-COX
CONSTRUCTION

Dated: September 5, 2025

ATTN: Mr. John Paul Wells
Holtville Unified School District,
621 E. Sixth St.
Holtville, CA 92250

Quote Number: 10625

Re: Pine Elementary School Old School Building Demolition

Quote:

Dear Mr. Wells,

We are pleased to provide the following quotation for your consideration; we will complete the demolition of the 'Old School House' building. This will include all costs of Permitting with the proper Imperial County Authorities, demolition of the aforementioned building and its foundation, loading into removal trucks (provided by The District) regrading the area where the demolition is to occur, and the installation of new chain link fencing. The total price of which would be seventy thousand six hundred and ninety two dollars and zero cents. ($70,962.00)

Thank you for the opportunity to provide this quote to you, please do not hesitate to contact us with any questions regarding these services or quote amount.

Total Price: $70,962.00

Thank you,

Gregory A. Cox

HOLTVILLE MIDDLE SCHOOL

Fundraiser Schedule 2025-2026

Month	Program	Fundraiser	Chair (Money will be handled by chair and/or any grade level person.)
September	AVID	Popcorn	Ms. McAlpine, Mc Alpine, Villapadua (AVID teacher)
September-October	8th grade	Dinner plates prepared by Athletic Club	Mr. Avila, Xochitl Ortiz, Veronica Estrada, Leigh McAlpine (8th grade teacher)
October	6th grade	DMI Fundraising	Mr. Villapadua, Valtierra, Rodriguez, (6th grade teacher)
October	7th grade	Krispy Kreme	Mrs. Buenrostro, Mr. Martinez, Ms. McAlpine, Ms. Corfman (7th grade teacher)
January	Dual	World's Finest Chocolate	Mrs. Buenrostro, Mr. Martinez, Ms. Estrada, Ms. Ortiz, Ms. Aceves, Mr. Villapudua (Dual teacher)
March	Library	Scholastic Book Fair	Mrs. Diaz
No fundraiser	***Band***	***No fundraiser***	***No fundraiser***
No fundraiser	***Cheer***	***No fundraiser***	***No fundraiser***
Ongoing	AVID	Spirit Beads	Ms. McAlpine, Mc Alpine, Villapadua (AVID teacher)
In conjunction with PTO fundraiser	AVID	Cupcake sale	Ms. McAlpine, Mc Alpine, Villapadua (AVID teacher)
Ongoing	PTO	Home Games/Snack Cart	PTO

HOLTVILLE MIDDLE SCHOOL

Once/twice a year	PTO	Dinner plates	PTO
Ongoing	Dual	Recycling Bins /Dual shirt sale	Mr. Martinez/ Mrs. Buenrostro
Ongoing	Yearbook	Yearbook sales	Ms. Aceves
Ongoing	ASB	Spirit apparel/school spirit related items (shirts,sweaters,caps, and any other spirit related item)	Mrs. Nevarez
Ongoing	ASB	Grams sale	Mrs. Nevarez
Ongoing	ASB	Dance entrances	Mrs. Nevarez
Ongoing	ASB	Birthday Marquee/ intercoms announcements	Ms. Nevarez/office
Ongoing	ASB	PE uniforms	Ms. Nevarez/office
Ongoing	ASB	Snack cart	Ms. Nevarez

AGREEMENT NUMBER: 10007317

HOLTVILLE UNIFIED SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2025, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Holtville Unified School District, 755 Olive Avenue, Holtville, California 92250, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one year commencing on July 1, 2025, and ending on June 30, 2026, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".

2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Prepare and submit the School-Based Medi-Cal Administrative Activities (SMAA) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less

any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from total student enrollment data provided by the DISTRICT.

n. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements

associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff regularly perform SMAA-related activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

g. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely

manner to all STATE and SUPERINTENDENT requests for information and documentation.

h. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

i. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

j. Participate in the quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

k. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

l. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.

- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.
- Alternative Format Plan.

m. Review and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

n. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

o. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and

expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such

longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related

to this AGREEMENT to microfilm, microfiche, digital format, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm/microfiche readers and microfilm/microfiche printers, image retrieval software and/or printers, etc.

p. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

q. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT

evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

r. Ensure no duplicative billings.

s. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

t. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

u. Provide SUPERINTENDENT with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

v. Provide SUPERINTENDENT WITH fiscal data necessary to complete the School-Based Medi-Cal Administrative Activities (SMAA) invoice.

w. **Complete and return with the fully executed AGREEMENT, the School-Based Medi-Cal Administrative Activities (SMAA) District Information, Appendix "A", Certification Regarding Lobbying, Appendix "B", School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data, Appendix "C", attached hereto and incorporated by reference herein.**

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and

documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data (DATA USE AGREEMENT), Appendix "C", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant transfer, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 6.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one- half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-

half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

2. Included in the LEC fee is the DISTRICT's share of the STATE Participation Fee assessed to each LEC region, based on the STATE's cost for administering the SMAA claiming process, RMTS Software Platform Fee, which is based on the DISTRICT's actual cost of utilizing the RMTS Software Platform through a third-party administrator selected by Region 9 LEC for the Random Moment Time Survey. In addition, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

3. SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the AGREEMENT. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once

notified that claims have been prepared and are ready for district's review, the DISTRICT will confirm that the final invoice is ready for electronic signatures. The SUPERINTENDENT will process and submit to DHCS for processing.

b. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number

for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of

the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.

b. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances

that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "B", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 ALTERNATIVE FORMAT. Under federal and state law, including the Americans with Disabilities Act, discrimination against qualified members of the public participating in public programs based on disability is prohibited. A person is a qualified member of the public if they are an appropriate person with whom a public agency should or would communicate. The rights of persons with disabilities must be protected to ensure meaningful and equal access to public services, including but not limited to Medi-Cal and other programs that DHCS oversees in whole or in part through partnerships with other entities.

a. SUPERINTENDENT and DISTRICT are required to provide auxiliary aids and services, free of charge, to ensure all qualified persons with speech, hearing, and/or vision disabilities can effectively communicate and participate in public programs, services, and/or activities.

b. SUPERINTENDENT and DISTRICT must also provide auxiliary aids and services to a family member, friend, or associate of the program participant if said individual is identified as the beneficiary's authorized representative, or it is someone with whom it is appropriate to communicate (e.g., a disabled parent of a beneficiary).

c. If an alternative format request is received from a qualified member of the public all documents provided to the beneficiary must be provided in the alternative format within two months of the request. All subsequent documentation provided to that individual must be in the requested alternative format.

d. In accordance with the Provider Participation Agreement and Addendum thereto, the California School-Based Medi-Cal Administrative Activities Manual (SMAA Manual) and DHCS's Policy and Procedure Letters, SUPERINTENDENT and DISTRICT are required to develop a plan to meet alternative format requirements by August 1, 2023 and to continuously monitor the plan's effectiveness.

e. The Alternative Format plan must be stored and maintained in the DISTRICT's audit records.

19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

21.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

23.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Holtville Unified School District
755 Olive Avenue
Holtville, California 92250
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent

similar act from again constituting a violation of such term or condition.

25.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: HOLTVILLE UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Celso Ruiz	PRINTED NAME: Patricia McCaughey
TITLE: Superintendent	TITLE: Executive Director
DATE: 09/10/2025	DATE: May 16, 2025

Holtville USD (10007317)-SMAA26
Zip16

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2025-2026

1 DISTRICT/SCHOOL

Holtville Unified School District — *District/School Name*
Imperial — *County*

Claiming Unit _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Lillian Aguirre — *Name*
Director of Special Services — *District Job Title*
627 E. Sixth Street — *Street Address*
Holtville, CA 92250 — *City, State, Zip*
Mailing Address (if different than street address)
City, State, Zip
(760) 356-0642 — *Phone (please include extension)*
Fax
laguirre@husd.net — *Email*

Check the box for this person to:
- [x] **have access to the RMTS system**
- [x] **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Celso Ruiz — *Name*
Superintendent — *District Job Title*
(760) 356-2974 — *Phone (please include extension)*
Fax
celso@husd.net — *Email*

Check the box for this person to:
- [ ] **be included in all program communications**
- [ ] **have access to the RMTS system**
- [ ] **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Estela Estrada — *Name*
Administrative Support Specialist SpEd — *District Job Title*
(760) 356-0642 — *Phone (please include extension)*
Fax
eestrada@husd.net — *Email*

Check the box for this person to:
- [x] **be included in all program communications**
- [x] **have access to the RMTS system**
- [x] **receive RMTS late notifications**

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2025-2026

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. DISTRICT CONTACT – FISCAL DESIGNEE (SMAA INVOICE SIGNOR)

John Paul Wells — *Name*
Assistant Superintendent — *District Job Title*

(760) 356-2974 — *Phone (please include extension)*
Fax
jpwells@husd.net — *Email*

Check the box for this person to:
- ☒ **be included in all program communications**
- ☒ **have access to the RMTS system**

6. DISTRICT CONTACT – FISCAL/PAYROLL DATA

Diana Perez Estrada — *Name*
Accounting/HR Supervisor — *District Job Title*

(760) 356-2974 ext. 7205 — *Phone (please include extension)*
Fax
destrada@husd.net — *Email*

Check the box for this person to:
- ☒ **be included in all program communications**
- ☒ **have access to the RMTS system**

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact | *Contact Job Title*

Phone | *Email*

Lillian Aguirre — **PRINTED NAME OF PERSON FILLING OUT FORM**
Director of Special Services — **JOB CLASSIFICATION TITLE**

09/10/2025 — **DATE**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: Holtville Unified School District

BY: _____
Authorized Signature

PRINTED NAME: Celso Ruiz

TITLE: Superintendent

DATE: 09/10/2025

160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Celso Ruiz/Superintendent

Name and Title of Custodian of Files

Holtville Unified School District

District Name

621 E. Sixth Street

District Address

(760) 356-2974 celso@husd.net

Custodian's Phone Number / Email Address

Custodian's Signature

09/10/2025

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding establishes an Agreement between Heber Elementary School District (hereinafter, "HESD"), a public school district duly operating under the laws of the state of California, and Holtville Union School District (hereinafter, "HUSD") a public school district duly operating under the laws of the state of California (collectively, the "Parties"), regarding the provision of speech-language services by the HESD Speech-Language Pathologist, Ericka Pompa, ("EMPLOYEE") of HESD, and the HESD Speech-Language Pathologist Assistant (SLPA), Christine Phillips of HESD. The terms of the Agreement are as follows:

1. **Purpose:** The purpose of this Agreement is to set forth the specific obligations of each party regarding the provision of speech-language services by EMPLOYEES for students of the HUSD.

2. **Services Provided:** HESD agrees Employees will provide professional services as set forth in Exhibit A for HUSD students during three-fifths of the school days during HESD's 2025-26 school year. If the Parties require or desire services in addition to those set forth in this Agreement, the Parties shall enter into an additional Agreement or addendum to this Agreement to address such additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

3. **Effective Date and Term:** This Agreement is effective on upon execution by both parties and shall end on June 30, 2026, unless terminated earlier as provided in this Agreement.

4. **Payment:** In consideration for the services performed by EMPLOYEES for HUSD students, HESD will invoice and HUSD will pay HESD as follows:

    a. An amount, equal to 1/5 (20%) of the annual salary & benefits cost of the EMPLOYEES to HESD 2025-2026 school year plus mileage.
    The annual salary & benefits cost of the Speech-Language Pathologist to the HESD is $160,694.34 x 20% = $32,138.87. Mileage not to exceed (28.8 miles x.70 x 185 days = $3,729.60).
    The total cost is **$35,868.47** .

    b. HESD will invoice HUSD in four quarterly installments for periods ending September 30, 2025, December 31, 2025, March 31, 2026, and June 30, 2026. HUSD will pay HESD no later than 30 days after receipt of the aforementioned invoices. Before the June 30 invoice, HESD will true-up any cost differences of this MOU such as negotiated increase of salary. **CBOs will meet to do a check-in*

of estimated payment after P-2 has been submitted.

5. **Termination:** Either Party may terminate this Agreement for any reason or no reason upon a thirty (30) day written notice to the other Party. The Parties may mutually agree in writing to waive this notice requirement and to terminate the Agreement immediately. This Agreement shall automatically and immediately terminate in its entirety if EMPLOYEES, for any reason, ceases their employment as Speech-Language Pathologist/Speech-Language Pathologist Assistant with HESD.

    a. The HESD reserves the right to terminate this Agreement within 10 days of giving written notice to HUSD if either of the following occur:

        i. There is a substantial increase in the number of HESD students eligible for speech-language services due to unforeseen circumstances; and/or

        ii. HUSD fails to perform a material term of this Agreement.

    b. HUSD retains the right to terminate this Agreement with 10 days' written notice to HESD if either of the following occur:

        i. HUSD determines that EMPLOYEES are failing to perform the services described in Exhibit A in a satisfactory manner; and/or

        ii. HESD fails to perform a material term of this Agreement.

6. **Speech-Language Pathologist as HESD Employee:** The EMPLOYEE shall remain the employee of HESD. The HESD shall pay the salary and all benefits to EMPLOYEE, and any employment contract between the HESD and EMPLOYEE shall remain solely between the HESD and the EMPLOYEE. This Agreement is not intended to alter the employment contract between HESD and EMPLOYEE, nor is it intended to provide any rights or obligations to HUSD beyond those set forth in this Agreement. Employee shall not be an employee of HUSD, and HUSD shall have no obligation to pay EMPLOYEE compensation and/or provide benefits for EMPLOYEE.

7. **Speech-Language Pathologist Assistant as HESD Employee:** The EMPLOYEE shall remain the employee of HESD. The HESD shall pay the salary and all benefits to EMPLOYEE, and any employment contract between the HESD and EMPLOYEE shall remain solely between the HESD and the EMPLOYEE. This Agreement is not intended to alter the employment contract between HESD and EMPLOYEE, nor is it intended to provide any rights or obligations to HUSD beyond those set forth in this Agreement. Employee shall not be an employee of HUSD, and HUSD shall have no obligation to pay EMPLOYEE compensation and/or provide benefits for EMPLOYEE.

8. **No Change of Employment Status:** This Agreement shall not alter EMPLOYEES'

employment status with HESD. All other employees of the respective districts shall remain employees of those districts.

9. **Independence of Boards Reaffirmed, Rights to Evaluate Employee:** Each board of trustees of HUSD and HESD shall retain full independence in the operation of its district. Nothing in this Agreement will remove any board's autonomy.

10. **Mutual Indemnity:**
    a. HESD agrees to indemnify, defend, and hold harmless HUSD, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on HUSD arising out of HESD's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of HUSD, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless HUSD under this Agreement, HESD shall reimburse HUSD for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. HESD shall seek HUSD approval of any settlement that could adversely affect the HUSD, its officers, agents or employees.

    b. HUSD agrees to indemnify, defend, and hold harmless HESD, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on HESD arising out of HUSD's performance on this Agreement, except for liability resulting from the negligent or willful misconduct HESD, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless HESD under this Agreement, HUSD shall reimburse HESD for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. HUSD shall seek HESD's approval of any settlement that could adversely affect HESD, its officers, agents or employees.

11. **Dispute Resolution:** The parties recognize the need to maintain positive relationships between the two districts. The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Paragraph 9 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, a Party shall pay the other Party the amount that is undisputed and due; if a disputed amount is determined in a Final Determination to be due, a Party shall pay such amount to the other Party within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an Agreement executed by the Parties, in which case, a Party shall pay the other Party in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an

Agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.

d. The provisions of this paragraph shall survive the termination of this Agreement.

12. **Insurance:** The parties each shall obtain, pay for, and maintain in effect during the life of this Agreement the following types of insurance, either issued by an insurance company admitted doing business in California, or through a permissible program of self-insurance:

a. General liability insurance (including contractual coverage, bodily injury, and property damage liability insurance) with combined single limits of not less than two million dollars ($2,000,000.00) per occurrence;

b. Automobile liability insurance for "any auto" with combined single limits of liability of not less than one million dollars ($1,000,000.00) per occurrence; and

c. Worker's compensation insurance as required by state law.

Each Party's general liability coverage shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned and providing that written notice shall be given to the other Party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage.

Upon request, each Party shall furnish the other Party with a certificate of insurance containing the endorsements required under this Section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this Section concerning minimum insurance requirements shall reduce a Party's liabilities or obligations under the Indemnification provisions of this Agreement.

13. **Assignment:** Unless authorized in writing by both parties, neither the HESD nor the HUSD shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for early termination by the other party.

14. **Independent Agreement and Contractor Status:** Each Party is an independent contractor, and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

15. **Force Majeure:** A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse payment of any portion of the Contract Amount that is due for the professional services that EMPLOYEES performed/performs.

16. **Entire Agreement:** This Agreement and any exhibits hereto constitute the entire Agreement and supersedes any prior contemporaneous understanding or Agreement with respect to the services contemplated. This Agreement binds the heirs, successors, assignees, agents, and representatives of either party.

17. **Amendment:** This Agreement may only be altered, amended, or modified by written instrument executed by both the HESD and HUSD. The HESD and HUSD agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.

18. **Governing Law:** The terms and conditions of this Agreement shall be governed by the laws of the state of California with venue in Imperial County, California.

19. **Severability Clause:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

20. **Compliance with Laws:** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.

21. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California.

22. **No Waiver of Default:** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

23. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.

24. **Notice:** All notice required to be given pursuant to the terms hereto shall be in writing and may be delivered in person to the Superintendent of the respective districts by personal delivery or certified mail. Notice shall be effective upon service.

Notices to HESD shall be addressed to:	**Notices to HUSD shall be addressed to:**
Name: **Juan Cruz**	Name: **Celso Ruiz**
Title: **Superintendent**	Title: **Superintendent**
Company: **Heber Elementary School District**	Company: **Holtville Union School District**
Address: **1052 Heber Ave**	Address: **621 East 6th St.**
City: **Heber** State: **CA** Zip: **92249**	City: **Holtville** State: **CA** Zip: **92250**
Phone: **(760) 337.6530 Ext. 2501**	Phone: **(760) 356-2974 Ext.**
Email: **juan@hebersd.org**	Email: **celso@husd.net**

The parties hereto have executed this Agreement by and through their duly authorized agents of representatives of their respective districts.

Heber Elementary School District	**Holtville Union School District**
_____	_____
Juan Cruz, Superintendent	Celso Ruiz, Superintendent

Exhibits:

A. Heber Elementary School District Job Description: Speech-Language Pathologist / Speech-Language Pathologist Assistant

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

INFORMATION ITEMS

HOLTVILLE UNIFIED SCHOOL DISTRICT

School Board Meeting Agenda

ACTION/DISCUSSION

RESOLUTION #2025/26-001 FOR ADOPTING THE "GANN" LIMIT
Holtville Unified School District
(Normal, no increase to Limit pursuant to G.C. 7902.1)

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2024-25 fiscal year and a projected Gann Limit for the 2025-26 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2024-25 and 2025-26 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2024-25 and 2025-26 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

AYES _____ NOES_____ ABSENT_____ ABSTAINED_____

Attest: Date:

_____ _____

Secretary President

The FISCAL REPORT

an informational update

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The Gann Limit Calculation—2012

This is our annual publication on the Gann Limit calculation. We receive numerous questions around this time each year as districts are closing the books, so we issue this to ensure that all of our clients are well informed.

The Gann Limit (named for Paul Gann, the author of Proposition 4, which amended the State Constitution to establish this limit) is intended to constrain the growth in state and local government spending by linking year-to-year changes in expenditures to changes in inflation (represented by per capita personal income) and caseloads (represented by average daily attendance [ADA] for schools). Established in 1979 following the enactment of Proposition 13 and subsequently amended by Proposition 111, the Gann Limit has become a largely pro forma calculation that no longer constrains governmental expenditures. This is because the limit has grown significantly faster than appropriations subject to the limit.

The state's Standardized Accounting Code Structure (SACS) software includes the Gann Limit calculation, making your task reasonably simple. The software includes the statewide factor for per capita personal income change, but each district will have to enter the workload factor, which is the change in the Second Principal Apportionment (P-2) ADA from 2010-11 to 2011-12. The combination of these factors yields the change in your district's Gann Limit.

The next step is to determine how much of your district's local resources are subject to that limit. It is important to understand that not all revenue sources count against your district's Gann Limit. Gann Limits only constrain the appropriations from state and local tax sources, and so federal aid is excluded, as well as nontax income, such as revenues from cafeteria sales, adult education fees, and foundations.

Perhaps the easiest way to understand this calculation is to envision the dollar amount of your district's Gann Limit as a box. For example, if your current year Gann Limit is $50 million, picture a box that can hold $50 million. First, put into this box local property taxes that count toward your revenue limit, as well as an appropriate portion of your district's interest income. Next, pour all of the district's unrestricted state aid into this box. Under state law, the amount of state aid that fills up the box counts toward your district's Gann Limit, while the amount that overflows the box counts toward the state's Gann Limit (Government Code Section [G.C.] 7906). In addition, all state aid for categorical programs always counts toward the state's Gann Limit.

Through this process, as much state aid as possible counts toward school agency Gann Limits. By reducing the amount of state aid that counts toward the state's Gann Limit in this manner, this process helps the state avoid being over its Gann Limit.

Through this calculation, the revenues of nearly every local educational agency are exactly at its Gann Limit. Furthermore, if any school agency should, for any reason, find itself over its Gann Limit, that agency may adopt a governing board resolution increasing its Gann Limit by the amount needed and then inform the Director of the Department of Finance, who shall then reduce the state's Gann Limit by an equal dollar amount (G.C. 7902.1).

To summarize, school agencies are required to perform Gann Limit calculations by the State Constitution. Also, it is important that school agencies complete these calculations to identify how much state aid counts toward the local agency's Gann Limit, so that the state of California knows how much state aid counts toward its own Gann Limit. Be sure to double check your entries. Because of the severe cuts to education funding, the Gann Limit should not pose a problem for most districts this year.

[Note: The California Department of Education's software and instructions are available through the SACS2012ALL software as a supplemental form at www.cde.ca.gov/fg/sf/fr. The functionality within the SACS software allows for an extract from the school agency's uploaded data into the Gann Limit form. However, it is important to review the completed form for accuracy and any necessary board action (i.e., resolution).]

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