

MEETING MINUTES

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Audio during the meeting will be available in English and Spanish.

Ms. Teresa Castellanos, President

Mr. José Magaña, Vice President

Ms. Carla Collins, Member

Ms. Nicole Gribstad, Member

Mr. Brian Wheatley, Member

Ms. Nancy Albarrán, Superintendent

Lara Harb, Student Board Member [Leland High School]

Gabriel Ruiz-Flores, Alternate Student Board Member [San José High School]

The Regular Session Meeting of the Board of Education will be called to order at 5:00 p.m. in the Board Room. The Board President will adjourn the Regular Session Meeting to a Closed Session to consider those items that are specifically exempt under the provisions of the Ralph M. Brown Act. Closed Sessions are not open to the general public.

The Closed Session will adjourn at 6:00 p.m. The Regular Session Meeting will be reconvened at 6:00 p.m. in the Board Room. The Superintendent will report all actions taken by the Board of Education in Closed Session prior to the conclusion of the Regular Session Meeting [Pursuant to Government Code 54957.1].

Current Board of Education information can be found at sjusd.org.

Attendance

Voting Members

Teresa Castellanos, Board President
Carla Collins, Board Member
Jose Magana, Board Vice President
Brian Wheatley, Board Member
Nicole Gribstad, Board Member

A. Call to Order in Open Session - 5:00 PM

Board President Teresa Castellanos called the meeting to order in open session at 5:00 p.m.

B. Adoption of Closed Session Agenda

Superintendent Nancy Albarrán confirmed that there were no changes to the closed session agenda.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The closed session agenda was adopted by a vote of 5-0.

The adoption of the closed session agenda is located at 0:07-0:26 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

C. Public Comments Regarding Closed Session Agenda Items

Board President Teresa Castellanos opened public comments regarding closed session agenda items at 5:00 p.m. Speakers were allowed one (1) minute each to address the Board for a maximum of 10 minutes on each subject matter.

Speaker: Danny Garza
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Stephanie Ligsay
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Yolanda Guerra
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Joy Ornellas
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Paul Prange
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Monica Perez Thomas
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Eduardo Valladares
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Andrea Velazquez
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Chris Webb
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Ryan Alpers
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Ricky Ramirez
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Craig Clouden
Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE
(red speaker card submitted)

Speaker: Patricia Palomares-Mason

Topic: Against E.2.A. Public Employee Appointment, Assistant Principal, High School, 1.0 FTE (red speaker card submitted)

Superintendent Nancy Albarrán acknowledged the concerns expressed by those that gave public comments. She made a statement concerning the facts of the situation, the hiring process and the process for complaints about employees and filing them through the appropriate channels.

Public comments closed at p.m. 5:24 p.m.

Public comments are located at 0:29-23:51 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

D. Adjourn to Closed Session

The Board adjourned to closed session at 5:24 p.m.

E. Closed Session Agenda

- 1. Student Discipline - Readmission [Pursuant to Education Codes 35146, 48912 and 48916]**
- 2. Personnel [Pursuant To Government Code Section 54957 (b) (1)]**
- 3. Conference with Legal Counsel - Anticipated Litigation [Pursuant to Government Code Section 54956.9(d)(2) or (3) or (4)]**
- 4. Conference with Legal Counsel - Existing Litigation [Pursuant to Government Code Section 54956.9(d)(1)]**
- 5. Liability Claims [Pursuant to Government Code Section 54956.95]**
- 6. Conference with Labor Negotiator [Pursuant to Government Code Section 54957.6 (a)]**
- 7. Conference with Real Property Negotiators [Pursuant to Government Code Section 54956.8]**

F. Reconvene in Open Session - 6:00 PM

Board President Teresa Castellanos reconvened the open session meeting at 7:00 p.m. She announced that equipment for Spanish interpretation was available on the table near the entrance doors. She reminded the public about the livestream of the meeting and, per Board Policy 9323, the designated area that had been set aside for video recording and photography during the meeting.

Reconvene in open session is located at 25:17-26:10 on the 06.12.2025 Regular Session Board

Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

G. Pledge of Allegiance

Alternate Student Board Member Gabriel Ruiz-Flores led the Pledge of Allegiance.

H. Adoption of Open Session Agenda

Superintendent Nancy Albarrán announced one amendment to the open session agenda. Amend Item N.3 Salary Increases and Additional Provisions for Employees. In the recommendation under item (5) employment agreements, the correct amount of the stipend for local business expenses is eight thousand one hundred dollars (\$8,100). The current attachments have the correct amount specified numerically, but the accompanying text needs to be updated.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The open session agenda was adopted as amended by a vote of 5-0.

The adoption of the open session agenda is located at 26:46-27:45 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

I. Special Order of Business - None

J. Public Comments

Board President Teresa Castellanos opened public comments at 7:02 p.m. Speakers were allowed one (1) minute each to address the Board except for the bargaining group representative who was allowed five (5) minutes to speak.

Speaker: Veronica Douat

Topic: SSC – River Glen hybrid meeting vs. in person restrictions

Speaker: Dana Yeats

Topic: SSC River Glen access

Speaker: Chris Webb

Topic: Withheld subject due to censorship concerns

Speaker: Jane Morales

Topic: Assistant Principal

Speaker: Alejandra Acu Morales

Topic: Assistant Principal

Speaker: Yolanda Guerra
Topic: Process of complaint

Speaker: Andrea Velazquez
Topic: AP hire at SJHS

Speaker: Jason Flatley
Topic: Blocking public comment/chain of command

Speaker: Craig Acu
Topic: SJHS Assistant Principal

Speaker: Victoria Ponce
Topic: Public Employee Appointment

Speaker: Melanie Nieves
Topic: Principal Heffernan

Speaker: Heather Bilich
Topic: Heffernan

Speaker: Stephanie Ligsay
Topic: Dr. Heffernan

Speaker: Evelyn Cervantes
Topic: SJHS AP position

Speaker: Leila Aistrich
Topic: Joseph Heffernan

Speaker: Melissa Webb
Topic: AP appointment at San José High

Speaker: Kristina Kanemoto
Topic: No on Heffernan at SJH

Speaker: Jeffie Khalsa
Topic: Public comments, listening to teachers and students

Speaker: Fernando Reyes
Topic: Public health and welfare

Speaker: Janice Walther
Topic: Open

Speaker: Renata Sanchez (5 minutes)

Topic: Hiring - SJTA

Public comments closed at 7:34 p.m.

Public comments are located at 27:51-1:00:04 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

K. Announcements and Reports

1. Board of Education and Student Board Member

Public comments regarding item K.1 opened at 7:35 p.m. The speaker was allowed one (1) minute to address the Board.

Speaker: Chris Webb

Topic: Selective due process by Wheatley/censorship by Castellanos

Public comments closed at 7:36 p.m.

Board President Teresa Castellanos reminded the Board members and staff to keep their reports focused on district work and that each of them would have three (3) minutes for their report.

Alternate Student Board Member Gabriel Ruiz-Flores announced that there wasn't a lot to report now that the school year has ended for students. He reported that summer school had started for some students and extended congratulations to everyone for finishing the school year and to all the seniors who are now moving on.

Trustee Carla Collins announced that since the last meeting she had attended all seven of the high school graduation ceremonies. She also attended a TWBI Kindergarten promotion ceremony and was able to observe a new tradition between Lincoln High School and Trace Elementary where the Lincoln seniors spoke at Trace Elementary School's morning assembly. She gave a brief report on the meetings in which she recently participated, including the meetings of the Budget Advisory Committee and the Advisory Committee on Use of SJPD Officers. She remarked on the importance of being present at meetings to hear comments from the public and to make decisions that need to be made for the benefit of current and future district students. She requested a resolution to the concerns expressed during public comment about livestreaming Schoolsite Council meetings.

Trustee Nicole Gribstad thanked all the community members that spoke during public comment at tonight's meeting and at the previous meeting. She acknowledged their consistent advocacy and encouraged them to continue to be engaged. She raised concerns, stating her observation at the last meeting about the handling of public comment cards, a concern that the livestream consists of static slides and does not capture facial expressions and body language, and a concern about staffing decisions involving reassignments. She made a request for video coverage of meetings, and data on the frequency, cost, and impact of staff reassignments. She reported on her attendance at the recent meeting of the Budget Advisory Committee. She encouraged community members that have concerns to start with

the district's procedures and to communicate with her by email or talk with her privately if they have any unresolved concerns. She remarked regarding the Board President's denial of district funding for her participation in the Coast2Coast Advocacy trip to Washington DC and reported on the advocacy activities in which she participated and the relationships and insights she gained during the trip. She commented on protecting freedom of inquiry, freedom of speech, and transparent governance and expressed appreciation for the opportunity to serve and to continue to work together to help students thrive.

Trustee Brian Wheatley thanked Board President Teresa Castellanos for implementing a three-minute speaking limit for Board member reports, remarking that it has helped him be more thoughtful. He gave a brief report on his participation over the past six months with the Roses Talk Project, a partnership between Stanford University and San José Unified School District (SJUSD), specifically Gunderson High School, that highlights the importance of listening to and learning from students who are the most affected by systemic inequities in education. He explained that the project addresses disparities in education by listening to at-risk students with the objective of inspiring district leaders, educators and policymakers to include the student voice in decision-making. He commended the senior leadership, Gunderson staff and especially the students who participated for their openness to participate in the project.

Board Vice President José Magaña extended congratulations to all the graduates and briefly reported on his attendance at the graduation ceremonies that were held in the Rose Garden, including lunch on one of the days with some families at Hoover Middle School. He announced that he was able to stop by the Stanford event, which turned out to be very special for him because one of the parents who participated was the parent of one of his former Kindergarten students, who is now a high school graduate. He also announced that he had the opportunity to attend Congressman Ro Khanna's town hall meeting that was hosted at Hoover Middle School. He addressed serious concerns about the current political climate regarding attacks on the First Amendment, referencing what happened to Senator Alex Padilla today in Los Angeles and the propaganda that is demonizing people. He defended and affirmed support for immigrant communities, both documented and undocumented, citing his own family's history. He called on trustees to be fully prepared and professional, acknowledging that mistakes happen but stressed the need for accountability and a commitment to excellence. He announced that he had reached out to talk, but his offer was not accepted. He expressed hope for continued learning together and the expectation that trustees would be the best they can be and not to be learning on the job for the sake of kids and for everyone.

Board President Teresa Castellanos reflected on the seven beautiful graduation ceremonies that were held at the San José Municipal Rose Garden, congratulating all graduates, their families, and the staff involved in bringing the ceremonies together. She acknowledged the current atmosphere of challenging times and emphasized the importance of schools as centers for community and belonging. She affirmed a shared commitment to continuing the work together.

At the conclusion of Board member announcements and reports, Trustee Carla Collins requested to make additional comments. She expressed concern about misinformation being shared publicly, particularly from the dais, during a time of national and state crisis. She

emphasized the importance of truth and clarified that claims about hidden cards are false, as all board members witnessed the events. Addressing Trustee Nicole Gribstad, she urged her to speak for herself rather than reading statements prepared by others and suggested implementing a policy to discourage phone use and ensure honesty during meetings. She called for a renewed commitment to truthfulness and transparency moving forward.

Public comment is located at 1:00:12-1:01:33 and Announcements and Reports by the Board of Education and Student Board Member are located at 1:01:46-1:16:37 on the 06.12.2025 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

2. Superintendent and Executive Staff

Public comments regarding item K.2 opened at 7:51 p.m. The speaker was allowed one (1) minute to address the Board.

Speaker: Chris Webb

Topic: On 5/22, staff honored admin creating hostile work environment

Public comments closed at 7:52 p.m.

Chief Business Officer Seth Reddy addressed the statements made during public comment, acknowledging the advocacy of the speakers and the validity of their perspective regarding the concerns they shared. He reminded them of the forums that are available for communicating concerns and encouraged them to use those forums to have their concerns investigated and resolved. He emphasized the importance of due process as a critical part of keeping the system functioning to ensure that power is not abused, ensuring that the decisions that are made are driven by facts. He restated the facts of the situation that Superintendent Nancy Albarrán shared following the public comments on closed session items. Referring to the comments about making changes to the hiring process, he shared that bargaining with the San José Teachers Association had just concluded and that the topic had not been brought up, but that district leadership was open to collaborating on improving hiring processes where they can be improved.

Assistant Superintendent J. Dominic Bejarano had no report.

Associate Superintendent Jodi Lax gave a brief update on the summer programs, including credit recovery and ramp-up programs for algebra and geometry at the high schools, summer school or extended school year for special education students and the ELO-P program. She announced that the office of state and federal programs had partnered with Camp Galileo to provide the program at Trace, River Glen and Empire Gardens. She reported on the work being done to prepare for the McKinney Vento registration to provide more and faster support for families. She shared that a student who graduated from Broadway High School a few weeks ago had been hired to work in the McKinney Vento office and that she is super excited to work with the families.

Board President Teresa Castellanos asked if the Board could get an update on the McKinney Vento population at some point in September.

Superintendent Nancy Albarrán reported on attending all seven of the graduation ceremonies and extended congratulations to the recent graduates. She commended the collective effort of the teams that organized the events, including school staff, activities directors, principals, and the operations and grounds departments. She reported on her participation in a convening of the CORE districts, which are nine of the largest school districts in the state, where superintendents focused on improving grading systems and providing meaningful feedback for student mastery. She addressed current tensions on the Board, emphasizing her commitment to professionalism and collaboration, and urged Trustee Nicole Gribstad and others to work on building a respectful governance team.

Public comment is located at 1:16:45-1:18:10 and Announcements and Reports by the Superintendent and Executive Staff are located at 1:18:18-1:28:03 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

L. Minutes

Public comment regarding item L.2 opened at 8:03 p.m. The speaker was allowed one (1) minute to address the Board.

Speaker: Chris Webb

Topic: On 5/22, Board President Castellanos suppressed free speech

Public comments closed at 8:04 p.m.

Public comment is located at 1:28:05-1:29:17 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

1. Approval of the Minutes of the Special Session Meeting held May 22, 2025

Motion to approve the minutes of the Special Session Meeting held May 22, 2025.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The minutes of the special session meeting held May 22, 2025, were approved as submitted by a vote of 5-0.

Approval of the minutes of the special session meeting is located at 1:29:33-1:29:51 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

2. Approval of the Minutes of the Regular Session Meeting held May 22, 2025

Motion to approve the minutes of the Regular Session Meeting held May 22, 2025.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The minutes of the Regular Session Meeting held May 22, 2025, were approved as submitted by a vote of 5-0.

Approval of the minutes of the regular session meeting is located at 1:30:17-1:30:33 on the 06.12.2025 Regular Session Board Meeting Recording.

<https://sjusd.app.box.com/v/boardmeetingaudio>

M. Approval of Consent Calendar

All Agenda items listed under the Consent Calendar will be enacted in one motion. There will be no discussion of these items prior to consideration of the motion, unless a member of the Board of Education or the Superintendent request that an item be removed from the Consent Calendar.

Items M.7, M.8, M.9, M10, M.15, M.16, M.17, M.18, M.19, M.20, M.21, M.22 and M.23 were pulled from the consent calendar.

Motion to approve consent calendar items M.1 through M.6 and M.11 through M.14.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

Consent calendar items M.1 through M.6 and M.11 through M.14 were approved by a vote of 5-0.

Approval of the consent calendar is located at 1:30:34-1:32:06 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

1. Acceptance of Gifts (ACTION)

Recommendation: That the Board of Education accept, with thanks, the gifts to the District as specified.

2. Management Personnel Actions (ACTION) - None

Recommendation: That the Board of Education approve the Management Personnel Actions as specified.

3. Certificated Personnel Actions (ACTION)

Recommendation: That the Board of Education approve the Certificated Personnel Actions as specified.

4. Classified Personnel Actions (ACTION)

Recommendation: That the Board of Education approve the Classified Personnel Actions as specified.

5. Short-term Limited Services Agreements (ACTION)

Recommendation: That the Board of Education approve the Short-term Limited Services Agreements as specified.

6. Approval of School-Sponsored Field Trips (ACTION)

Recommendation: That the Board of Education approve the school-sponsored field trips for elementary and secondary students as specified.

7. Renewal Agreement with ParentSquare (ACTION)

Recommendation: That the Board of Education approve a Renewal Agreement with ParentSquare in an amount not to exceed \$148,098.16 to provide web portal services from July 1, 2025, through June 30, 2026.

Item M.7 was pulled from the consent calendar for discussion. Trustee Gribstad requested an evaluation of the platform and a comparative review of communication platforms.

Trustee Brian Wheatley called for the vote.

Board President Teresa Castellanos ended the discussion and called for a vote.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Abstain

The recommendation was approved by a vote of 4 yes and 1 abstention.

Superintendent Nancy Albarrán clarified that abstentions are used when there is a conflict of

interest.

Chief Business Officer Seth Reddy responded to Board member comments and questions.

Board President Teresa Castellanos ended the discussion to move on to the next item.

Discussion and Board action are located at 1:32:09-1:37:28 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

8. Amendment No. 1 to Service Agreement with EdTheory, LLC (ACTION)

Recommendation: That the Board of Education approve Amendment No. 1 to the Service Agreement with EdTheory, LLC increasing the not-to-exceed amount to \$800,000 rather than \$400,000 and extending the term of the agreement for the services of Contracted Health Professionals for an additional one (1) year through June 30, 2026.

This item was pulled from the consent calendar for discussion.

Chief Business Officer Seth Reddy responded to Board member comments and questions.

Superintendent Nancy Albarrán also responded to Board member comments regarding emails that were sent with recommendations for different strategic partners. She stated that staff spent time researching the recommendations. She requested direction from the majority of the Board regarding receipt of these emails on whether to have staff redirect their time to researching the recommendations.

Board President Teresa Castellanos stated that she trusts the current vetting process the district uses and does not need the additional information presented in the emails. She requested input from the other Board members. Trustees Collins, Magaña and Wheatley were in agreement with Board President Teresa Castellanos in terms of the Board's direction that staff not follow up on the emails.

Trustee Carla Collins requested to call the question.

Board President Teresa Castellanos called the vote.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The recommendation was approved by a vote of 4 yes and 1 no.

Discussion and Board action are located at 1:37:30-1:43:20 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

9. Amendment No. 1 to Service Agreement with Ro Health, LLC (ACTION)

Recommendation: That the Board of Education approve Amendment No. 1 to the Service Agreement with Ro Health, LLC, increasing the not-to-exceed amount to \$800,000 rather than \$400,000 and extending the term of the agreement for the services of Contracted Health Professionals for an additional one (1) year through June 30, 2026.

This item was pulled from the consent calendar for discussion. Discussion of the item became off-topic. Board Vice President José Magaña requested that discussion be brought back to the topic of the Service Agreement with Ro Health, LLC. He announced that Trustee Castellanos had stepped out of the room. The time was 8:18 p.m.

Board Vice President José Magaña called for the vote.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Not Present

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The recommendation was approved by a vote of 3 yes, 1 no, 1 not present.

Discussion and Board action are located at 1:43:22-1:45:22 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

10. MEDI-CAL Administrative Claiming Agreement with Santa Cruz County Office of Education, Region 5 Local Educational Consortium (ACTION)

Recommendation: That the Board of Education approve a MEDI-CAL Administrative Claiming Agreement with the Santa Cruz County Office of Education, Region 5 Local Educational Consortium to provide oversight for the Medi-Cal Administrative Activities (MAA) Program during the 2025-2026 school year.

This item was pulled from the consent calendar for discussion.

Board Vice President José Magaña requested a motion to approve.

Chief Business Officer Seth Reddy responded to Board member comments and questions.

Board President Teresa Castellanos returned to the room at 8:20 p.m.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting:

Teresa Castellanos - Vote Not Recorded

Carla Collins - Vote Not Recorded

Jose Magana - Vote Not Recorded
Brian Wheatley - Vote Not Recorded
Nicole Gribstad - Vote Not Recorded

The recommendation was approved by a vote of 5-0.

Discussion and Board action are located at 1:45:24-1:46:31 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

11. Participation in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program (ACTION)

Recommendation: That the Board of Education approve the participation of San José Unified School District in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program, Cohort 4, which will allow the district to process billing claims for certain mental and behavioral health services in order to receive reimbursement from insurance providers, including private, Medi-Cal and disability insurers.

12. Service Agreement with Santa Clara County Office of Education (SCCOE) (ACTION)

Recommendation: That the Board of Education approve a Service Agreement with the Santa Clara County Office of Education (SCCOE) in an amount not to exceed \$192,000 to provide Community School Services as described in Exhibit A during the 2025-2026 school year.

13. Master Contract Rate Schedule for Chartwell School [NPS] (ACTION)

Recommendation: That the Board of Education approve a Master Contract with rate schedule for Chartwell School to provide educational services to students per their Individualized Education Program (IEP) during the 2025-2026 school year.

14. Adoption and Purchase of Instructional Materials for English Learners - Ballard & Tighe, Publishers Carousel of IDEAS (ACTION)

Recommendation: That the Board of Education review and approve the adoption and purchase of Ballard & Tighe, Publishers Carousel of IDEAS in an amount not to exceed \$138,639.85 for newcomer English learner students in grades K-5.

15. Agreement with Origo Education for Purchase of Mathematics Curriculum Material (ACTION)

Recommendation: That the Board of Education approve an Agreement with Origo Education in an amount not to exceed \$495,000 to provide 1-year software licenses for Origo Stepping Stones 2.0 Online Teacher Edition and Origo Stepping Stones curriculum materials as described in Exhibit B during the 2025-2026 school year.

This item was pulled from the consent calendar for discussion.

Associate Superintendent Jodi Lax responded to Board member comments and questions, explaining the curriculum adoption process. Superintendent Nancy Albarrán also responded regarding the processes that are followed for curriculum adoption. She clarified that the

operations of the district are discussed during the onboarding process and her meetings with the Board members.

Trustee Nicole Gribstad explained her reason for pulling the items. Board President Teresa Castellanos confirmed that Board members have a right to pull items that need to be pulled, but Board member one-on-one meetings are the place to ask detailed questions about the agreements and the process. The discussion became off-topic with Trustee Nicole Gribstad reiterating that she had not met with Superintendent Albarrán due to the requirement that she meet with her in-person.

Trustee Carla Collins stated that the Board understands Trustee Gribstad's position on all the items that she pulled and stated that she is comfortable moving each motion quickly.

The discussion again became off-topic. Trustee Carla Collins requested to vote on item M.15.

Board President Teresa Castellanos called for the vote.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The recommendation was approved by a vote of 4 yes and 1 no.

Discussion and Board action are located at 1:46:33-1:56:26 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

16. Independent Contractor Agreement for School Based Intervention Services (SBIT) with Pacific Clinics (ACTION)

Recommendation: That the Board of Education approve an Independent Contractor Agreement for School Based Intervention Services with Pacific Clinics in an amount not to exceed \$172,440 to provide a dedicated School Based Intervention Team (SBIT) to support restorative response needs at Hoover Middle School from August 7, 2025, through May 30, 2026.

This item was pulled from the consent calendar for discussion.

Trustee Carla Collins requested to call the vote.

Trustee Nicole Gribstad explained that she had pulled items M.15, M.16, M.17, M.18, M.19, M.20, M.21 and M.22 for the same reason that she had given.

Board President Teresa Castellanos asked if the items could be combined in one vote.

Trustee Nicole Gribstad agreed. She again reiterated that it was because she had not had a one-on-one meeting with Superintendent Nancy Albarrán.

Superintendent Nancy Albarrán asked that the record reflect that she had asked for direction at a previous meeting from the full Board about the confusion that Trustee Nicole Gribstad has around her individual authority, which is none, versus being part of the full Board. The direction she received from the Board was that she was to either meet with Trustee Nicole Gribstad in person or not meet with her at all. She explained that discussions during one-on-one meetings include confidential personnel items. She stated that she would not be responding to questions about matters that are discussed during one-on-one meetings. She shared that the pattern that has been set is that, on Wednesdays before the Board meeting, staff receive a bunch of emails that look like they have been run through ChatGPT with a lot of work involved in researching all the requests. She stated that the direction she received was that the Board did not want her or her staff spending time doing that. She asked the Board for clear direction on whether they wanted her and her staff to spend time researching all the things that were being brought up.

Trustee Nicole Gribstad continued the off-topic discussion regarding her refusal to meet in-person with Superintendent Nancy Albarrán and her stated observations about the handling of public comment cards at the last meeting.

Trustee Carla Collins requested confirmation from Trustee Nicole Gribstad regarding her agreement to combine items M.17 through M.22.

Board Vice President José Magaña requested to call the question on item M.16.

Trustee Nicole Gribstad agreed to combine items M.17 through M.22 in one vote.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The recommendation was approved by a vote of 4 yes and 1 no.

Discussion and Board action are located at 1:56:27-2:02:50 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

17. Independent Contractor Agreement with Health Connected (ACTION)

Recommendation: That the Board of Education approve an Independent Contractor Agreement with Health Connected in an amount not to exceed \$285,860 to provide age-appropriate comprehensive sexuality education curriculum courses to students in 8th and 9th grade during the 2025-2026 school year.

This item was pulled from the consent calendar for discussion.

Board Vice President José Magaña moved to approve items M.17, M.18, M.19, M.20, M.21 and M.22.

Trustee Nicole Gribstad stated that the discussion was the same as she previously stated that she would continue to email her detailed questions.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The recommendations for items M.17 through M.22 were approved by a vote of 4 yes and 1 no.

Discussion and Board action are located at 2:02:52-2:03:40 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

18. Agreement with College Board for Springboard Program Math National Edition Digital Access (ACTION)

Recommendation: That the Board of Education approve an Agreement with College Board in an amount not to exceed \$196,811.10 to provide digital access for secondary students to use the SpringBoard Program Math National Edition during the 2025-2026 school year.

19. Agreement with College Board for Springboard Program English Language Arts (ELA) Print and Digital Access (ACTION)

Recommendation: That the Board of Education approve an Agreement with College Board in an amount not to exceed \$153,993.39 to provide print teacher editions and print student editions with digital access for secondary students to use the SpringBoard Program English Language Arts California Edition textbooks during the 2025-2026 school year.

20. Three-Year CMAS Purchase Agreement with Carahsoft Technology Corp for Qualtrics at Carahsoft (ACTION)

Recommendation: That the Board of Education approve a CMAS Purchase Agreement pursuant to CMAS Contract Number 3-20-70-2247G with Carahsoft Technology Corp ("Carahsoft") for Qualtrics at Carahsoft in an amount not to exceed \$508,442.22 to provide services related to the Qualtrics Customer Experience software to be used Districtwide beginning July 1, 2025, through June 30, 2028.

21. Authorization for the Issuance of Purchase Orders for the Technology Services

Department to Purchase Staff and Student Refresh Devices (ACTION)

Recommendation: That the Board of Education authorize the issuance of Purchase Orders for the purchase of staff and student devices from Apple, Inc. and Dell, Inc. for the 2025-2026 school year.

22. Agreement for Predevelopment Support for Employee Housing with Education Housing Partners, Inc. (ACTION)

Recommendation: That the Board of Education approve an Agreement for Predevelopment Support for Employee Housing with Education Housing Partners, Inc. in an amount not to exceed \$95,000 for services related to updating the assessment for the development of employee housing at the Hillsdale site.

23. Third Amendment to Joint Use Agreement with YMCA of Silicon Valley (ACTION)

Recommendation: That the Board of Education approve the Third Amendment to the Joint Use Agreement with the YMCA of Silicon Valley, extending the terms of the agreement for an additional three year term and amending the total rental rate for the period July 1, 2025, through June 30, 2028.

This item was pulled from the consent calendar.

Board Vice President José Magaña asked that the record reflect that his children attend the YMCA of Silicon Valley after-school program at Trace and that he would abstain from the vote.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Abstain

Brian Wheatley - Yes

Nicole Gribstad - Yes

The recommendation was approved by a vote of 4 yes and 1 abstention.

Discussion and Board action are located at 2:03:41-2:04:04 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

N. Action, Information, and Discussion Items

1. Resolution 2025-06-12-01 - Authorizing the Issuance and Sale of Series A General Obligation Bonds (ACTION)

Recommendation: That the Board of Education approve and adopt Resolution 2025-06-12-01 authorizing the issuance and sale of not to exceed \$150,000,000 aggregate principal amount of general obligation bonds by a negotiated sale pursuant to a bond purchase agreement, prescribing the terms of sale, approving the form of and authorizing the

execution and delivery of a bond purchase agreement and a continuing disclosure agreement, approving the form of and authorizing the distribution of an official statement for the bonds, and authorizing the execution of necessary documents and certificates and related actions.

Chief Business Officer Seth Reddy provided information about the resolution and next steps.

Blake Boehm of KNN Public Finance presented information on the 2025 General Obligation Bond Financing.

Chief Business Officer Seth Reddy responded to questions from the Board members.

Board Vice President José Magaña moved to approve the resolution.

Trustee Brian Wheatley seconded the motion.

Vote:

Teresa Castellanos - Yes

Carla Collins - Yes

Nicole Gribstad - No

José Magaña - Yes

Brian Wheatley - Yes

Trustee Nicole Gribstad requested to change her vote. Board President Teresa Castellanos stepped back and called for a motion to approve.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

Resolution 2025-06-12-01 was approved and adopted by a vote of 5-0.

Discussion and Board action are located at 2:04:04-2:21:54 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

2. Resolution 2025-06-12-02 - Authorizing the Issuance and Sale of 2025 General Obligation Refunding Bonds (ACTION)

Recommendation: That the Board of Education approve and adopt Resolution 2025-06-12-02 authorizing the issuance and sale of its 2025 general obligation refunding bonds in an aggregate principal amount of not to exceed \$75,290,000, and authorizing the execution of necessary documents and certificates and related actions.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

Resolution 2025-06-12-02 was approved and adopted by a vote of 5-0.

Discussion and Board action are located at 2:21:56-2:22:03 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

3. Salary Increases and Additional Provisions for Employees (ACTION)

Recommendation: That the Board of Education approve salary increases and additional provisions for employees as follows:

- (1) accept the public disclosure of the agreements with AFSCME, CSEA, and SJTA;
- (2) accept the certification of the agreements with AFSCME, CSEA, and SJTA;
- (3) ratify the agreements with AFSCME, CSEA, and SJTA;
- (4) correspondingly update the salary schedule for San José Unified management employees effective July 1, 2025;
- (5) correspondingly update the employment agreements for the superintendent, associate superintendent, chief business officer, and assistant superintendent effective July 1, 2025; and
- (6) delegate to the superintendent or her designee the authority to take any and all actions necessary to implement these salary increases and additional provisions.

Item N.3 Salary Increases and Additional Provisions for Employees was amended during the adoption of the open session agenda. In the recommendation under item (5) employment agreements, the correct amount of the stipend for local business expenses is eight thousand one hundred dollars (\$8,100). The current attachments have the correct amount specified numerically, but the accompanying text needs to be updated.

Public comments regarding item N.3 opened at 8:57 p.m. The timer was set for two (2) minutes.

Speaker: Kristen Bernhardt

Topic: SJTA CBA

Public comments closed at 8:58 p.m.

Chief Business Officer Seth Reddy provided information about the salary increases and additional provisions for employees and responded to questions from the Board members. In accordance with the Government Code, he reported the salaries and fringe benefits of the Superintendent and Executive Staff orally.

Chief Business Officer Seth Reddy responded to questions from the Board members.

Motion made by: Jose Magana
Motion seconded by: Brian Wheatley
Voting:
Teresa Castellanos - Yes
Carla Collins - Yes
Jose Magana - Yes
Brian Wheatley - Yes
Nicole Gribstad - Yes

The recommendation was approved with the amendment to item (5) by a vote of 5-0.

Public comment is located at 2:22:06-2:23:24, discussion and Board action are located at 2:22:26-2:31:29 on the 06.12.2025 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

 Employment Agreements for Superintendent and Executive Staff as amended

4. Public Hearing: Local Control and Accountability Plan and Budget (INFORMATIONAL)

Pursuant to California Education Code paragraph (1) of subdivision (b) of section 52062 and paragraph (1) of subdivision (a) of section 42127, the San José Unified School District Board of Education held a public hearing to solicit the recommendations and comments of members of the public on its local control and accountability plan and on the budget to be adopted for the subsequent fiscal year.

Associate Superintendent Jodi Lax presented information about the Local Control and Accountability Plan.

Chief Business Officer Seth Reddy presented information on the budget and responded to questions from the Board members. Superintendent Nancy Albarrán made remarks.

Trustee Brian Wheatley left the room at 9:46 p.m. He returned to the room at 9:49 p.m.

Discussion is located at 2:31:32-3:35:56 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

5. Extend the Two-Year Term of All Parcel Tax Oversight Committee (PTOC) Members (ACTION)

Recommendation: That the Board of Education extend the two-year term of all seven (7) PTOC members reappointed on May 25, 2023, which is set to expire on June 30, 2025, until the Board of Education accepts the final performance audit, final PTOC report, the minutes of the last PTOC meeting, and takes action to dissolve the Measure Y Parcel Tax Oversight Committee.

<u>Trustee Area</u>	<u>Name</u>	<u>Category</u>
1	Nicole Erb	At Large
2	Chazzerina Pono	At Large
2	Dan McSweeney	Business Organization

2	Christopher Russell	At Large
2	Michael Smith	At Large
3	Catherine Graham	Community Member
3	Jill Kieslich	Parent

Chief Business Officer Seth Reddy provided information about the extension of the two-year terms of all Parcel Tax Oversight Committee members.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The recommendation was approved by a vote of 5-0.

Discussion and Board action are located at 3:35:58-3:36:59 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

6. Adoption of Amira as the Reading Difficulties Risk Screener Instrument (ACTION)

Recommendation: That the Board of Education approve the adoption of Amira as the Reading Difficulties Risk Screener Instrument for all K-2 SEI (Structured English Immersion), TWBI (Two-Way Bilingual Immersion), and ALA (Academic Language Acquisition) students beginning with the 2025-2026 school year.

Associate Superintendent Jodi Lax presented information about the adoption of Amira as the Reading Difficulties Risk Screener Instrument. Superintendent Nancy Albarrán made remarks about advocating for the district's quality bilingual programs and sharing concerns at the state level about the adoption of the Reading Difficulties Risk Screener Instrument.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The recommendation for the adoption of Amira as the Reading Difficulties Risk Screener Instrument was approved by a vote of 5-0.

At 10:24 p.m. Board President Teresa Castellanos announced that the Board needed to vote to extend the meeting. Board Vice President José Magaña moved to extend the meeting to 10:40 p.m. Trustee Brian Wheatley seconded the motion.

Vote:

Teresa Castellanos - Yes
Carla Collins - Yes
Nicole Gribstad - Yes
José Magaña - Yes
Brian Wheatley - Yes

Superintendent Nancy Albarrán reminded the Board members that the end time of the meeting could only be extended once.

Board Vice President José Magaña retracted his motion and moved to extend the meeting to 10:50 p.m. Board President Teresa Castellanos announced that the motion was to extend the meeting to 10:50 p.m. Trustee Brian Wheatley seconded the motion.

Vote:

Teresa Castellanos - Yes
Carla Collins - Yes
Nicole Gribstad - Yes
José Magaña - Yes
Brian Wheatley - Yes

The motion to extend the meeting to 10:50 p.m. was approved by a vote of 5-0.

Discussion and Board actions to approve the recommendation and extend the meeting are located at 3:37:01-3:50:09 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

7. Amendment to Master Business Relationship Agreement between San José Unified School District and Metropolitan Education District (MetroED) (ACTION)

Recommendation: That the Board of Education approve an amendment to the Master Business Agreement between San José Unified School District and Metropolitan Education District (MetroED).

Chief Business Officer Seth Reddy provided information about the amendment to the Master Business Agreement between San José Unified School District and Metropolitan Education District (MetroED).

As the Board's Representative on the MetroED Governing Board, Trustee Brian Wheatley commented in support of the amendment.

Motion made by: Brian Wheatley

Motion seconded by: Jose Magana

Voting:

Teresa Castellanos - Yes
Carla Collins - Yes
Jose Magana - Yes
Brian Wheatley - Yes
Nicole Gribstad - Yes

The Amendment to the Master Business Relationship Agreement between San José Unified

School District and Metropolitan Education District (MetroED) was approved by a vote of 5-0.

Discussion and Board action are located at 3:50:11-3:52:23 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

8. Updated Parent/Student Handbook for the 2025-2026 School Year (2nd Reading) (ACTION)

Recommendation: That the Board of Education review the revised Parent/Student Handbook for the 2024-2025 school year and delegate to the Superintendent or her designee the power to update the handbook as necessary to comply with applicable laws and requirements.

Associate Superintendent Jodi Lax reported that the policy committee reviewed the input that was given and made significant changes.

Board President Teresa Castellanos responded to a Board member's question about further changes to the handbook, confirming that there would be no more changes to the handbook after the Board votes to approve it as submitted.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - No

The updated Parent/Student Handbook for the 2025-2026 School Year was approved by a vote of 4 yes and 1 no.

Discussion and Board action are located at 3:52:28-3:54:00 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

9. Readmission for Student Expulsion Case 2023-2024-004 (ACTION)

Motion to approve the Readmission for Student Expulsion Case 2023-2024-004 made by José Magaña

Motion seconded by Brian Wheatley

Roll Call Vote:

José Magaña - Yes

Carla Collins - Yes

Nicole Gribstad - Yes

Brian Wheatley - Yes

Teresa Castellanos - Yes

Board action is located at 3:54:02-3:54:27 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

10. Readmission for Student Expulsion Case 2024-2025-003 (ACTION)

Motion to approve the Readmission for Student Expulsion Case 2024-2025-003 made by José Magaña

Motion seconded by Brian Wheatley

Roll Call Vote:

José Magaña - Yes

Carla Collins - Yes

Nicole Gribstad - Yes

Brian Wheatley - Yes

Teresa Castellanos - Yes

Board action is located at 3:54:28-3:54:51 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

O. Closed Session Report

Superintendent Nancy Albarrán gave the closed session report. The Board held readmission hearings for student expulsion cases 2023-2024-004 and case number 2024-2025-003 with no reportable action. The Board discussed personnel items and approved moving forward with 1.0 FTE Assistant Principal by a vote of five to zero and a second position by a vote of three to two with Trustee Castellanos and Trustee Gribstad a no vote. The Board held a conference with legal counsel on an anticipated litigation case and approved a settlement in the amount of \$22,500 by a vote of five to zero. The Board also discussed two existing litigation cases, Superior Court of California, County of Santa Clara, Case Number 18CV330233 and Case Number 23CV413730, with no reportable action. The Board also discussed and denied a liability claim by the Dordulian Law Group on behalf of Jacob Ezra Martin-Herrera (minor) by a vote of five to zero. The Board also held a conference with designated representatives regarding negotiations with no reportable action. And the Board held a conference with real property negotiators regarding the property located at 1402 Monterey Road, San José, California with no reportable action.

The closed session report is located at 3:54:53-3:56:36 on the 06.12.2025 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

P. Adjourn

Board President Teresa Castellanos announced the date of the next meeting.

Motion made by: Jose Magana

Motion seconded by: Brian Wheatley

Voting:

Teresa Castellanos - Yes

Carla Collins - Yes

Jose Magana - Yes

Brian Wheatley - Yes

Nicole Gribstad - Yes

The meeting adjourned at 10:31 p.m.

1. Next Board Meeting - June 26, 2025

Supporting Documents

The following PDFs were attached to the minutes:

N. 3. Salary Increases and Additional Provisions for Employees (ACTION)

-  Employment Agreements for Superintendent and Executive Staff as amended

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT
OF SUPERINTENDENT**

This Agreement is made and entered into between the members of the Governing Board of the San José Unified School District (herein after referred to as “BOARD”) and NANCY ALBARRÁN (herein after referred to as “SUPERINTENDENT”).

1. Term of Employment

The BOARD hereby employs the SUPERINTENDENT and the SUPERINTENDENT hereby accepts such employment as SUPERINTENDENT of the San José Unified School District (“DISTRICT”) for a term commencing July 1, 2025, and ending June 30, 2028, subject to the terms and conditions as set forth below.

Subject to an overall meets standard evaluation, pursuant to this Agreement, this Agreement shall be extended for an additional year, so long as the term of this Agreement does not at any time exceed three years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with the Government Code section 3511.2.

2. Salary

Effective July 1, 2025, the annual salary of the SUPERINTENDENT for the 2025-2026 fiscal year shall be three hundred fifty-five thousand, nine hundred and twenty-three dollars (\$355,923) payable in twelve (12) equal installments issued on the last business day of each month, defined as any day other than a Saturday, Sunday, or legal holiday as recognized by the Internal Revenue Service (IRS) and the State of California.

In accordance with salary adjustments available to management employees, the annual salary of the SUPERINTENDENT shall be increased by one-half of one percent (0.5%) for each year in which the SUPERINTENDENT completes a professional growth cycle, receives an overall meets standard evaluation, or has an incomplete evaluation.

Other than that which is stated above, any salary increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in salary made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

3. Duties and Responsibilities of Superintendent

A. The SUPERINTENDENT shall perform the duties of District Superintendent as prescribed by the laws of the State of California. The SUPERINTENDENT shall act as



Secretary to the Board in accordance with Education Code section 35025. In addition to the powers and duties set forth in Education Code sections 35035 and 35250, the SUPERINTENDENT shall have such powers and duties as delegated to her by the BOARD. The SUPERINTENDENT shall execute all powers and duties in accordance with the policies adopted by the BOARD and the rules and regulations of the State Board of Education.

- B. The SUPERINTENDENT shall serve as the chief executive officer of the DISTRICT, and administer the instructional services, business affairs, personnel, and property management with the assistance of the DISTRICT's staff, which shall include, but not be limited to the nomination for employment and the assignment of all employees in accordance with the laws of the State of California and the appropriate rules and regulations of said State agencies and those of the BOARD of the DISTRICT.
- C. The SUPERINTENDENT shall be entitled to attend all regular, special and closed sessions (except for closed session meetings agendized for the purpose of the BOARD's preparation of the SUPERINTENDENT's evaluation) meetings of the BOARD, and shall serve as an ex-officio member on any and all DISTRICT committees and subcommittees, and shall be entitled to submit recommendations on any item of business considered by the BOARD or any committee or subcommittee of the DISTRICT.
- D. The SUPERINTENDENT shall be responsible for organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs, which in her professional judgment would best serve the DISTRICT.
- E. The SUPERINTENDENT shall have responsibility for all personnel matters, including selection, assignment, and transfer of employees, subject to the approval of the BOARD. In personnel matters, the SUPERINTENDENT shall present her recommendation to the BOARD. In the event the BOARD does not approve said recommendation, the SUPERINTENDENT shall submit another recommendation to the BOARD within a reasonable time.
- F. The SUPERINTENDENT shall: (1) review all policies adopted by the BOARD and make appropriate recommendations to the BOARD; (2) periodically evaluate employees as provided for by California law and BOARD policy; (3) advise the BOARD of all possible funding sources that might be available to implement present or contemplated DISTRICT programs; (4) endeavor to maintain and improve her professional competence by all available means, including subscriptions to and reading of appropriate periodicals, and joining and participating in appropriate professional associations, and their activities when financially feasible; (5) establish and maintain an appropriate community relations program; (6) serve as a liaison between the BOARD and BOARD's representative with respect to all employer-employee matters and make recommendations to the BOARD concerning those matters; (7) act as Secretary to the BOARD; and (8) promote the success of all DISTRICT students, staff, and schools.



4. Duties and Responsibilities of Board

- A. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and/or suggestions called to their attention to the SUPERINTENDENT for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through BOARD action.
- B. In addition to directing all complaints, criticisms, and/or suggestions concerning the DISTRICT or any of its personnel directly to the SUPERINTENDENT as set forth above, the BOARD agrees to work with the SUPERINTENDENT in a spirit of cooperation and teamwork, and shall provide SUPERINTENDENT with periodic opportunities to discuss BOARD/SUPERINTENDENT relationships. Whenever it is deemed desirable by either a majority of the BOARD or SUPERINTENDENT, an outside advisor will be mutually selected by the BOARD and SUPERINTENDENT, and shall be paid for by the DISTRICT, to facilitate discussion of the relationship of the BOARD and the SUPERINTENDENT, in advancement of the best interests of the DISTRICT.
- C. The BOARD shall provide SUPERINTENDENT with such facilities, equipment, supplies, and clerical assistance as appropriate and financially feasible for the adequate performance of SUPERINTENDENT duties. The BOARD shall also provide SUPERINTENDENT with the appropriate technology that will assist SUPERINTENDENT in the performance of her job duties and responsibilities.

5. Goals and Objectives

No later than September 30 of each school year the parties shall meet to mutually establish the SUPERINTENDENT's performance objectives for the school year. The agreed upon performance objectives shall be in writing and shall be based on the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the parties.

BOARD and SUPERINTENDENT shall annually discuss SUPERINTENDENT/BOARD relationships. The parties shall meet to establish DISTRICT goals and objectives for the ensuing year. The BOARD shall annually review the performance of SUPERINTENDENT as it relates to the goals mutually established for the SUPERINTENDENT.

6. Evaluation

The BOARD shall evaluate the SUPERINTENDENT annually in writing by August 31 for the period from July 1 through June 30 of the preceding school year. In addition, the BOARD and SUPERINTENDENT will meet quarterly to discuss her progress on goals and objectives. During the month of August, the SUPERINTENDENT shall place the subject of her evaluation on the BOARD's agenda to ensure timely completion of her evaluation.



As soon as possible after establishing performance objectives, per section 5 of this agreement, but not later than August 31, the SUPERINTENDENT shall submit to the BOARD a recommended evaluation document that is consistent with the evaluation system already implemented for certificated employees, both teachers and administrators.

The BOARD shall conduct its evaluation of the SUPERINTENDENT in closed session meetings of the BOARD. The BOARD shall then meet with and provide a copy of the evaluation report to the SUPERINTENDENT in a closed session BOARD meeting.

Based upon findings specified in the evaluation report, the BOARD may require the SUPERINTENDENT to prepare an action plan, in collaboration with the BOARD, which will address areas identified as needing clarification, emphasis or improvement. Any action plan will be included as an addendum to the evaluation report. If a collaborative action plan cannot be agreed upon, the BOARD in its sole discretion shall issue the action plan. The SUPERINTENDENT and the BOARD shall sign the evaluation report and action plan. The SUPERINTENDENT shall have ten (10) days from receipt of any evaluation to respond in writing to the evaluation. Evaluations and action plans relating to the SUPERINTENDENT and any written comments in response shall be placed in the SUPERINTENDENT's personnel file.

7. Work Year

The SUPERINTENDENT's total work year shall be two hundred sixty (260) days consisting of two hundred twenty (220) work days, twenty-seven (27) vacation days, and thirteen (13) holidays, all prorated for less than a complete work year. Each year in July the SUPERINTENDENT shall provide her annual calendar to the BOARD President. With prior approval of the BOARD, the SUPERINTENDENT may work any or all of the twenty-seven (27) vacation days to meet the needs of the DISTRICT each year of this Agreement and be paid at the current daily work rate with all necessary contributions deducted.

8. Outside Professional Activities

The SUPERINTENDENT shall notify the BOARD President when she undertakes paid outside professional activities, including consulting, speaking, and writing. The SUPERINTENDENT's outside professional paid activities shall not occur during regular work hours. In no event will the DISTRICT be responsible for any expenses attendant to the performance of such outside activities, nor shall such outside activities interfere or conflict with SUPERINTENDENT's duties set forth herein.

The SUPERINTENDENT shall inform the BOARD of unpaid speaking engagements on behalf of public school organizations, including but not limited to ACSA and CSBA, and these events may occur during regular work hours.

The DISTRICT will pay the ACSA membership fee for the SUPERINTENDENT, and other mutually agreed upon organizations.



9. Fringe Benefits

A. Health and Welfare Benefits

Health and welfare benefits, including leaves and absences, shall be the same as those granted to the DISTRICT's management employees.

B. Professional Dues

The DISTRICT shall pay one hundred percent (100%) of the SUPERINTENDENT's membership fees to belong to the Association of California School Administrators (ACSA), and other mutually agreed upon organizations.

C. Stipend for Local Business Expenses

Effective July 1, 2025, the SUPERINTENDENT shall receive an annual stipend of eight thousand, one hundred dollars (\$8,100) for local business expenses, payable in twelve (12) equal installments.

Any stipend increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in stipend made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

D. Professional Development

The BOARD supports the concept of lifelong learning and the continuing professional growth of the SUPERINTENDENT through her participation in professional meetings and other professional development.

The SUPERINTENDENT is expected to attend appropriate professional meetings at local and state levels. She shall obtain the prior approval of the BOARD President when she attends a function outside of the state. To the extent authorized by law, the DISTRICT shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses if financially feasible. When necessary, the SUPERINTENDENT shall submit an expense claim in writing supported by appropriate written documentation and shall be reimbursed per the DISTRICT's reimbursement policies.

10. Medical Examination

The SUPERINTENDENT agrees to undergo a comprehensive medical examination every year of this Agreement. Said examination shall be performed by a licensed physician selected by the SUPERINTENDENT. A statement regarding the SUPERINTENDENT's physical ability to perform her regular duties, shall be obtained from the physician and



provided to the BOARD, and the BOARD shall keep confidential the information therein. The costs of the said medical examination and report shall be paid by the DISTRICT to the extent that such expenses are not covered by SUPERINTENDENT's medical plan. Nothing herein shall be deemed to waive the physician/patient privilege which the SUPERINTENDENT shall have with any physician with whom she consults for the purposes of this section and this Agreement.

11. Termination of Agreement

A. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the BOARD and the SUPERINTENDENT.

B. Retirement or Death of the SUPERINTENDENT

The retirement or death of the SUPERINTENDENT immediately terminates this Agreement and any and all responsibility of the BOARD pursuant to the terms of the Agreement.

C. Disability of the SUPERINTENDENT

Upon written evaluation by a licensed physician designated by the DISTRICT indicating the inability of the SUPERINTENDENT to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the BOARD upon written notice to the SUPERINTENDENT and after providing a reasonable opportunity to respond. The DISTRICT may allow the SUPERINTENDENT to continue in employment until the expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of SUPERINTENDENT.

D. Non-Renewal of Agreement by the DISTRICT (Notice of Non-Reelection at the end of the Contract or any Extension Thereof)

In the event the BOARD determines not to reelect or reemploy the SUPERINTENDENT as a SUPERINTENDENT at the end of the Employment Agreement or any extension thereof, the BOARD shall give written notice to the SUPERINTENDENT at least forty-five (45) calendar days prior to the expiration of this Agreement or any extension thereof. The BOARD and SUPERINTENDENT agree that this is intended to implement the notice requirement in Education Code section 35031. It shall be the duty of the SUPERINTENDENT to notify each member of the BOARD in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this contract or any extension thereof. If the SUPERINTENDENT fails to provide this notice to the BOARD, she shall be deemed to have waived the requirements and automatic renewal provisions of section 35031, and shall further be deemed to have



received notice of her non-renewal by the BOARD as if she had received actual timely notice of non-renewal.

E. Termination for Cause

The BOARD may terminate the SUPERINTENDENT for: (1) acts done in bad faith to the detriment of the DISTRICT; (2) refusals or failures to act in accordance with specific provisions of this Agreement or BOARD directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) any of the grounds enumerated in Education Code section 44932 et seq.; (6) misconduct or dishonest behavior; or (7) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the BOARD shall give to the SUPERINTENDENT a written statement of the grounds for termination and copies of written documents the BOARD believes support the termination. If the SUPERINTENDENT disputes the charges, the SUPERINTENDENT shall then be entitled to a conference with the BOARD in closed session. The SUPERINTENDENT and BOARD shall each have the right to be represented by counsel at their own expense. The SUPERINTENDENT shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the BOARD shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the BOARD, after considering all evidence presented, decides to terminate this Agreement, it shall provide the SUPERINTENDENT with a written decision. The decision of the BOARD shall be final. The SUPERINTENDENT's conference with the BOARD shall be deemed to satisfy the SUPERINTENDENT's entitlement to due process of law and shall be the SUPERINTENDENT's exclusive right to any conference or hearing otherwise required by law. The SUPERINTENDENT waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the SUPERINTENDENT's administrative remedies and then authorizes the SUPERINTENDENT to contest the BOARD's determination in a court of competent jurisdiction.

F. Termination Without Cause

The BOARD may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the DISTRICT shall pay to the SUPERINTENDENT the remainder of any salary due under this Agreement, not to exceed twelve (12) months. Payment shall be made in one lump sum unless the parties agree otherwise.

For the purposes of this Agreement, the term "salary" shall include only the SUPERINTENDENT's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement except as described in Section 9-A. Payment made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation



for state and federal purposes. Payment made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The SUPERINTENDENT shall also be entitled to DISTRICT-paid health and welfare benefits set forth in Section 9-A as those benefits may change from time-to-time, until expiration of this Agreement, a period of twelve (12) months, or until the SUPERINTENDENT obtains other employment, whichever occurs first.

The parties agree that any damages to the SUPERINTENDENT that may result from the BOARD's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payment made pursuant to this termination without cause provision, along with the DISTRICT's agreement to provide health benefits, constitutes reasonable liquidated damages for the SUPERINTENDENT, fully compensates the SUPERINTENDENT for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the DISTRICT's completion of its obligations under this provision constitutes the SUPERINTENDENT's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

Notwithstanding any other provision of this Agreement to the contrary, if the BOARD believes, and subsequently confirms through an independent audit, that the SUPERINTENDENT has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the BOARD may terminate the SUPERINTENDENT and the SUPERINTENDENT shall not be entitled to the cash, salary payment, health benefits or other non-cash settlement as set forth above. The provision is intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

Pursuant to Government Code section 53243.2, the SUPERINTENDENT shall fully reimburse to the DISTRICT any funds which she receives pursuant to this section of the Agreement, resulting from the BOARD's decision to terminate the SUPERINTENDENT without cause, if the SUPERINTENDENT is convicted of a crime involving the abuse of her powers of office. If the DISTRICT funds the criminal defense of the SUPERINTENDENT against charges involving the abuse of her office or position, and the SUPERINTENDENT is then convicted of those charges, the SUPERINTENDENT shall fully reimburse the DISTRICT for all DISTRICT funds paid for her criminal defense.

G. Termination by SUPERINTENDENT

The SUPERINTENDENT may terminate her obligations under this Agreement by giving the DISTRICT at least ninety (90) days written notice.



12. Indemnity and Defense

The DISTRICT shall indemnify, save, hold harmless and defend the SUPERINTENDENT from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the SUPERINTENDENT is alleged to have acted in any way related to her duties as Superintendent or related to the DISTRICT. The DISTRICT 's obligation to indemnify shall be excused only as to liability for damages awarded against the SUPERINTENDENT upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the SUPERINTENDENT's action was outside the scope of her employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the DISTRICT, the SUPERINTENDENT will continue to be indemnified for any actions taken against her related to her role as SUPERINTENDENT.

13. Notice of Candidacy/Finalist

In all cases, the SUPERINTENDENT shall notify the BOARD, within 48 hours, should she become a candidate in the selection process for another position (e.g., interview by recruiting company) with any other school district, educational agency or other potential employer. The SUPERINTENDENT will also notify the BOARD if she becomes a finalist.

14. Waiver

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. Complete Agreement

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the SUPERINTENDENT's employment with the DISTRICT. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

16. Governing Law

This Agreement has been executed and delivered within the State of California and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

17. Construction

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party



on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

18. Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

19. No Assignment

The SUPERINTENDENT may not assign or transfer any rights granted or obligations assumed under this Agreement.

20. Modification

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

21. Exclusivity

To the extent permitted by law, the parties agree that the employment relationship between the DISTRICT and the SUPERINTENDENT shall be governed exclusively by the provisions of this Agreement.

22. Independent Representation

The SUPERINTENDENT and the BOARD each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The SUPERINTENDENT acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interest exclusively and that no attorney-client relationship exists between SUPERINTENDENT and legal counsel to the BOARD.

23. Savings Clause

If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

24. Board Approval



The effectiveness of this Agreement shall be contingent upon approval by DISTRICT's BOARD as required by law.

25. Binding Effect

This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

26. Execution of Other Documents

The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

Approved in a regular open session meeting of the Governing Board on June 12, 2025.

Teresa Castellanos
President, Board of Education
San José Unified School District

Nancy Albarrán
Superintendent
San José Unified School District

Dated: _____

Dated: _____



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT
OF ASSOCIATE SUPERINTENDENT, INSTRUCTION**

This Agreement is made and entered into between the members of the Governing Board of the San José Unified School District (herein after referred to as “BOARD” or “DISTRICT”) and JODI LAX (herein after referred to as “ASSOCIATE SUPERINTENDENT”).

I. TERM OF AGREEMENT

The DISTRICT, in consideration of the promises herein contained, hereby offers, and JODI LAX hereby accepts, employment as ASSOCIATE SUPERINTENDENT, INSTRUCTION for a term commencing July 1, 2025, and ending June 30, 2028.

Subject to an overall meets standard evaluation, pursuant to this Agreement, this Agreement shall be extended for an additional year, so long as the term of this Agreement does not at any time exceed three years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with the Government Code section 3511.2.

II. DUTIES AND RESPONSIBILITIES

The ASSOCIATE SUPERINTENDENT, under the direction of the Superintendent or designee, shall support the DISTRICT’s instructional programs and shall perform other duties as assigned.

III. SALARY

Effective July 1, 2025, the annual salary of the ASSOCIATE SUPERINTENDENT for the 2025-2026 fiscal year shall be two hundred forty-seven thousand, two hundred and nineteen dollars (\$247,219) payable in twelve (12) equal installments issued on the last business day of each month, defined as any day other than a Saturday, Sunday, or legal holiday as recognized by the Internal Revenue Service (IRS) and the State of California.

In accordance with salary adjustments available to management employees, the annual salary of the ASSOCIATE SUPERINTENDENT shall be increased by one-half of one percent (0.5%) for each year in which the ASSOCIATE SUPERINTENDENT completes a professional growth cycle, receives an overall meets standard evaluation, or has an incomplete evaluation.

Other than that which is stated above, any salary increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in salary made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.



IV. WORK YEAR

The total work year shall be two hundred sixty (260) days consisting of two hundred twenty (220) work days, twenty-seven (27) vacation days, and thirteen (13) holidays. With prior approval of the BOARD, the ASSOCIATE SUPERINTENDENT may work any or all of the twenty-seven (27) vacation days to meet the needs of the DISTRICT each year of this Agreement and be paid at the current daily work rate with all necessary contributions deducted.

V. HEALTH AND WELFARE BENEFITS

Health and welfare benefits, including leaves and absences, shall be the same as those granted to the DISTRICT's management employees.

VI. PROFESSIONAL DUES

The DISTRICT shall pay one hundred percent (100%) of the ASSOCIATE SUPERINTENDENT's membership fees to belong to the Association of California School Administrators (ACSA), and other mutually agreed upon organizations.

VII. STIPEND FOR LOCAL BUSINESS EXPENSES

Effective July 1, 2025, the ASSOCIATE SUPERINTENDENT shall receive an annual stipend of eight thousand, one hundred dollars (\$8,100) for local business expenses, payable in twelve (12) equal installments.

Any stipend increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in stipend made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

VIII. PROFESSIONAL DEVELOPMENT

The BOARD supports the concept of lifelong learning and the continuing professional growth of the ASSOCIATE SUPERINTENDENT through her participation in professional meetings and other professional development.

The ASSOCIATE SUPERINTENDENT is expected to attend appropriate professional meetings at local and state levels. She shall obtain the prior approval of the BOARD President when she attends a function outside of the state. To the extent authorized by law, the DISTRICT shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses if financially feasible. When necessary, the ASSOCIATE SUPERINTENDENT shall submit an expense claim in writing supported by appropriate written documentation and shall be reimbursed per the DISTRICT's reimbursement policies.



IX. EVALUATION

The Superintendent or designee and the ASSOCIATE SUPERINTENDENT shall meet for the purpose of evaluation of the performance of the ASSOCIATE SUPERINTENDENT.

In the event that the Superintendent determines that the performance of the ASSOCIATE SUPERINTENDENT does not meet standard in any respect, the Superintendent shall describe in writing specific instances of does not meet standard performance. An overall does not meet standard evaluation may be delivered at any time of the year and shall include recommendations as to areas of improvement in all instances where the DISTRICT deems that the performance does not meet standard.

The provisions of this section shall not impair the DISTRICT's ability to terminate this Agreement pursuant to Section XI.

X. TERMINATION OF AGREEMENT

- A. This employment Agreement may be terminated, at the end of its term, by providing notice to the ASSOCIATE SUPERINTENDENT, forty-five (45) calendar days prior to the expiration of the Agreement, in accordance with the Education Code section 35031.
- B. This employment Agreement may be terminated prior to the end of the term by:
 - 1. Mutual agreement of the parties.
 - 2. Retirement or death of ASSOCIATE SUPERINTENDENT.
 - 3. Disability of ASSOCIATE SUPERINTENDENT.

This Agreement may be terminated by the DISTRICT should the ASSOCIATE SUPERINTENDENT be unable to serve in his position because of physical and/or mental condition, which in the opinion of the DISTRICT, renders the ASSOCIATE SUPERINTENDENT unfit for service and based on a finding that no reasonable accommodation can be made in accordance with the Americans with Disabilities Act and Fair Employment and Housing Act. The DISTRICT reserves the right to send the ASSOCIATE SUPERINTENDENT to a licensed physician, at the DISTRICT'S expense, for the purpose of assessing fitness for duty.

- 4. Termination Without Cause.

The DISTRICT may terminate this Agreement at any time, without cause, provided the DISTRICT pays the ASSOCIATE SUPERINTENDENT the equivalent of twelve (12) months of salary, or the balance due under the parties' Agreement whichever is less.



Pursuant to Government Code section 53243.2, any funds received by the ASSOCIATE SUPERINTENDENT from the DISTRICT as a buyout, resulting from the Board's decision to terminate this Agreement without cause, shall be fully reimbursed to the DISTRICT if the ASSOCIATE SUPERINTENDENT is convicted of a crime involving the abuse of his powers of office. If the DISTRICT funds the criminal defense of the ASSOCIATE SUPERINTENDENT against charges involving the abuse of his office or position, and the ASSOCIATE SUPERINTENDENT is then convicted of those charges, the ASSOCIATE SUPERINTENDENT shall fully reimburse the DISTRICT for all DISTRICT funds paid for the ASSOCIATE SUPERINTENDENT'S criminal defense.

5. Termination for Cause.

The Superintendent, Deputy Superintendent and/or BOARD may notify the ASSOCIATE SUPERINTENDENT that this Agreement shall be terminated for cause. Grounds for termination may include but are not limited to: breach of contract, unsatisfactory performance, any ground enumerated in Education Code section 44932, and any other conduct which the Superintendent and/or BOARD deems detrimental to the DISTRICT. Upon receipt of notice that this Agreement shall be terminated under this paragraph, the ASSOCIATE SUPERINTENDENT may request a conference with the BOARD in a closed session to respond to the notice of termination. The ASSOCIATE SUPERINTENDENT shall bear her legal costs, if any, and the conference with the BOARD shall be a formal hearing. The BOARD shall thereafter notify the ASSOCIATE SUPERINTENDENT in writing of its decision, which shall be final and binding.

XI. INDEMNITY AND DEFENSE

The DISTRICT shall indemnify, save, hold harmless and defend the ASSOCIATE SUPERINTENDENT from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the ASSOCIATE SUPERINTENDENT is alleged to have acted in any way related to her duties as ASSOCIATE SUPERINTENDENT or related to the DISTRICT. The DISTRICT's obligation to indemnify shall be excused only as to liability for damages awarded against the ASSOCIATE SUPERINTENDENT upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the ASSOCIATE SUPERINTENDENT's action was outside the scope of her employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the DISTRICT, the ASSOCIATE SUPERINTENDENT will continue to be indemnified for any actions taken against her related to her role as ASSOCIATE SUPERINTENDENT.

XI. BREACH



In the event of breach of this Agreement, the parties agree that the damages for such breach shall not exceed the sums due as salary during the remaining term of this Agreement.

XII. GENERAL PROVISION

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the DISTRICT. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.

Approved in a regular open session meeting of the Governing Board on June 12, 2025.

Teresa Castellanos
President, Board of Education
San José Unified School District

Jodi Lax
Associate Superintendent, Instruction
San José Unified School District

Dated: _____

Dated: _____



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT
OF CHIEF BUSINESS OFFICER**

This Agreement is made and entered into between the members of the Governing Board of the San José Unified School District (herein after referred to as “BOARD” or “DISTRICT”) and SETH REDDY (herein after referred to as “CHIEF BUSINESS OFFICER”).

I. TERM OF AGREEMENT

The DISTRICT, in consideration of the promises herein contained, hereby offers, and Seth Reddy hereby accepts, employment as CHIEF BUSINESS OFFICER, for a term commencing July 1, 2025, and ending June 30, 2028.

Subject to an overall meets standard evaluation, pursuant to this Agreement, this Agreement shall be extended for an additional year, so long as the term of this Agreement does not at any time exceed three years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with the Government Code section 3511.2.

II. DUTIES AND RESPONSIBILITIES

The CHIEF BUSINESS OFFICER, under the direction of the Superintendent, shall have charge of the DISTRICT’s Administrative Services, and shall perform other duties as assigned.

III. SALARY

Effective July 1, 2025, the annual salary of the CHIEF BUSINESS OFFICER for the 2025-2026 fiscal year shall be two hundred forty-one thousand, one-hundred and thirty dollars (\$241,130) payable in twelve (12) equal installments issued on the last business day of each month, defined as any day other than a Saturday, Sunday, or legal holiday as recognized by the Internal Revenue Service (IRS) and the State of California.

In accordance with salary adjustments available to management employees, the annual salary of the CHIEF BUSINESS OFFICER shall be increased by one-half of one percent (0.5%) for each year in which the CHIEF BUSINESS OFFICER completes a professional growth cycle, receives an overall meets standard evaluation, or has an incomplete evaluation.

Other than that which is stated above, any salary increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in salary made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.



IV. WORK YEAR

The total work year shall be two hundred sixty (260) days consisting of two hundred twenty (220) work days, twenty-seven (27) vacation days, and thirteen (13) holidays. With prior approval of the BOARD, the CHIEF BUSINESS OFFICER may work any or all of the twenty-seven (27) vacation days to meet the needs of the DISTRICT each year of this Agreement and be paid at the current daily work rate with all necessary contributions deducted.

V. HEALTH AND WELFARE BENEFITS

Health and welfare benefits, including leaves and absences, shall be the same as those granted to the DISTRICT's management employees.

VI. PROFESSIONAL DUES

The DISTRICT shall pay one hundred percent (100%) of the CHIEF BUSINESS OFFICER's membership fees to belong to the Association of California School Administrators (ACSA), and other mutually agreed upon organizations.

VII. STIPEND FOR LOCAL BUSINESS EXPENSES

Effective July 1, 2025, the CHIEF BUSINESS OFFICER shall receive an annual stipend of eight thousand, one hundred dollars (\$8,100) for local business expenses, payable in twelve (12) equal installments.

Any stipend increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in stipend made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

VIII. PROFESSIONAL DEVELOPMENT

The BOARD supports the concept of lifelong learning and the continuing professional growth of the CHIEF BUSINESS OFFICER through his participation in professional meetings and other professional development.

The CHIEF BUSINESS OFFICER is expected to attend appropriate professional meetings at local and state levels. He shall obtain the prior approval of the BOARD President when he attends a function outside of the state. To the extent authorized by law, the DISTRICT shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses if financially feasible. When necessary, the CHIEF BUSINESS OFFICER shall submit an expense claim in writing supported by appropriate written documentation and shall be reimbursed per the DISTRICT's reimbursement policies.



IX. EVALUATION

The Superintendent and the CHIEF BUSINESS OFFICER shall meet for the purpose of evaluation of the performance of the CHIEF BUSINESS OFFICER.

In the event that the Superintendent determines that the performance of the CHIEF BUSINESS OFFICER does not meet standard in any respect, the Superintendent shall describe in writing specific instances of does not meet standard performance. An overall does not meet standard evaluation may be delivered at any time of the year and shall include recommendations as to areas of improvement in all instances where the DISTRICT deems that the performance does not meet standard.

The provisions of this section shall not impair the DISTRICT's ability to terminate this Agreement pursuant to Section XI.

X. TERMINATION OF AGREEMENT

A. This employment Agreement may be terminated, at the end of its term, by providing notice to the CHIEF BUSINESS OFFICER, forty-five (45) calendar days prior to the expiration of the Agreement, in accordance with the Education Code section 35031.

B. This employment Agreement may be terminated prior to the end of the term by:

1. Mutual agreement of the parties.
2. Retirement or death of CHIEF BUSINESS OFFICER.
3. Disability of CHIEF BUSINESS OFFICER.

This Agreement may be terminated by the DISTRICT should the CHIEF BUSINESS OFFICER be unable to serve in his position because of physical and/or mental condition, which in the opinion of the DISTRICT, renders the CHIEF BUSINESS OFFICER unfit for service and based on a finding that no reasonable accommodation can be made in accordance with the Americans with Disabilities Act and Fair Employment and Housing Act. The DISTRICT reserves the right to send the CHIEF BUSINESS OFFICER to a licensed physician, at the DISTRICT'S expense, for the purpose of assessing fitness for duty.

4. Termination Without Cause.

The DISTRICT may terminate this Agreement at any time, without cause, provided the DISTRICT pays the CHIEF BUSINESS OFFICER the equivalent of twelve (12) months of salary, or the balance due under the parties' Agreement whichever is less.



Pursuant to Government Code section 53243.2, any funds received by the CHIEF BUSINESS OFFICER from the DISTRICT as a buyout, resulting from the Board's decision to terminate this Agreement without cause, shall be fully reimbursed to the DISTRICT if the CHIEF BUSINESS OFFICER is convicted of a crime involving the abuse of his powers of office. If the DISTRICT funds the criminal defense of the CHIEF BUSINESS OFFICER against charges involving the abuse of his office or position, and the CHIEF BUSINESS OFFICER is then convicted of those charges, the CHIEF BUSINESS OFFICER shall fully reimburse the DISTRICT for all DISTRICT funds paid for the CHIEF BUSINESS OFFICER'S criminal defense.

5. Termination for Cause.

The Superintendent and/or BOARD may notify the CHIEF BUSINESS OFFICER that this Agreement shall be terminated for cause. Grounds for termination may include but are not limited to: breach of contract, unsatisfactory performance, any ground enumerated in Education Code section 44932, and any other conduct which the Superintendent and/or BOARD deems detrimental to the DISTRICT. Upon receipt of notice that this Agreement shall be terminated under this paragraph, the CHIEF BUSINESS OFFICER may request a conference with the BOARD in a closed session to respond to the notice of termination. The CHIEF BUSINESS OFFICER shall bear his legal costs, if any, and the conference with the BOARD shall be a formal hearing. The BOARD shall thereafter notify the CHIEF BUSINESS OFFICER in writing of its decision, which shall be final and binding.

XI. INDEMNITY AND DEFENSE

The DISTRICT shall indemnify, save, hold harmless and defend the CHIEF BUSINESS OFFICER from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the CHIEF BUSINESS OFFICER is alleged to have acted in any way related to his duties as CHIEF BUSINESS OFFICER or related to the DISTRICT. The DISTRICT 's obligation to indemnify shall be excused only as to liability for damages awarded against the CHIEF BUSINESS OFFICER upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the CHIEF BUSINESS OFFICER's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the DISTRICT, the CHIEF BUSINESS OFFICER will continue to be indemnified for any actions taken against him related to his role as CHIEF BUSINESS OFFICER.

XII. BREACH

In the event of breach of this Agreement, the parties agree that the damages for such breach shall not exceed the sums due as salary during the remaining term of this Agreement.



XIII. GENERAL PROVISION

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board, and to the lawful rules and regulations of the DISTRICT. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.

Approved in a regular open session meeting of the Governing Board on June 12, 2025.

Teresa Castellanos
President, Board of Education
San José Unified School District

Seth Reddy
Chief Business Officer
San José Unified School District

Dated: _____

Dated: _____



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT
OF ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES**

This Agreement is made and entered into between the members of the Governing Board of the San José Unified School District (herein after referred to as “BOARD” or “DISTRICT”) and JOHN DOMINIC BEJARANO (herein after referred to as “ASSISTANT SUPERINTENDENT”).

I. TERM OF AGREEMENT

The DISTRICT, in consideration of the promises herein contained, hereby offers, and JOHN DOMINIC BEJARANO hereby accepts, employment as ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES for a term commencing July 1, 2025, and ending June 30, 2028.

Subject to an overall meets standard evaluation, pursuant to this Agreement, this Agreement shall be extended for an additional year, so long as the term of this Agreement does not at any time exceed three years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with the Government Code section 3511.2.

II. DUTIES AND RESPONSIBILITIES

The ASSISTANT SUPERINTENDENT, under the direction of the Superintendent or designee, shall support the DISTRICT’s administrative services and shall perform other duties as assigned.

III. SALARY

Effective July 1, 2025, the annual salary of the ASSISTANT SUPERINTENDENT for the 2025-2026 fiscal year shall be two hundred fifteen thousand and seventy-five dollars (\$215,075) payable in twelve (12) equal installments issued on the last business day of each month, defined as any day other than a Saturday, Sunday, or legal holiday as recognized by the Internal Revenue Service (IRS) and the State of California.

In accordance with salary adjustments available to management employees, the annual salary of the ASSISTANT SUPERINTENDENT shall be increased by one-half of one percent (0.5%) for each year in which the ASSISTANT SUPERINTENDENT completes a professional growth cycle, receives an overall meets standard evaluation, or has an incomplete evaluation.

Other than that which is stated above, any salary increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in salary made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.



IV. WORK YEAR

The total work year shall be two hundred sixty (260) days consisting of two hundred twenty (220) work days, twenty-seven (27) vacation days, and thirteen (13) holidays. With prior approval of the BOARD, the ASSISTANT SUPERINTENDENT may work any or all of the twenty-seven (27) vacation days to meet the needs of the DISTRICT each year of this Agreement and be paid at the current daily work rate with all necessary contributions deducted.

V. HEALTH AND WELFARE BENEFITS

Health and welfare benefits, including leaves and absences, shall be the same as those granted to the DISTRICT's management employees.

VI. PROFESSIONAL DUES

The DISTRICT shall pay one hundred percent (100%) of the ASSISTANT SUPERINTENDENT's membership fees to belong to the Association of California School Administrators (ACSA), and other mutually agreed upon organizations.

VII. STIPEND FOR LOCAL BUSINESS EXPENSES

Effective July 1, 2025, the ASSISTANT SUPERINTENDENT shall receive an annual stipend of eight thousand, one hundred dollars (\$8,100) for local business expenses, payable in twelve (12) equal installments.

Any stipend increases during the life of this Agreement shall be equivalent to those awarded to management employees, with any increase in stipend made during the term of this Agreement in the form of a written addendum and in so doing it shall not be considered that a new Agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

VIII. PROFESSIONAL DEVELOPMENT

The BOARD supports the concept of lifelong learning and the continuing professional growth of the ASSISTANT SUPERINTENDENT through his participation in professional meetings and other professional development.

The ASSISTANT SUPERINTENDENT is expected to attend appropriate professional meetings at local and state levels. He shall obtain the prior approval of the BOARD President when he attends a function outside of the state. To the extent authorized by law, the DISTRICT shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses if financially feasible. When necessary, the ASSISTANT SUPERINTENDENT shall submit an expense claim in writing supported by appropriate written documentation and shall be reimbursed per the DISTRICT's reimbursement policies.



IX. EVALUATION

The Superintendent or designee and the ASSISTANT SUPERINTENDENT shall meet for the purpose of evaluation of the performance of the ASSISTANT SUPERINTENDENT.

In the event that the Superintendent determines that the performance of the ASSISTANT SUPERINTENDENT does not meet standard in any respect, the Superintendent shall describe in writing specific instances of does not meet standard performance. An overall does not meet standard evaluation may be delivered at any time of the year and shall include recommendations as to areas of improvement in all instances where the DISTRICT deems that the performance does not meet standard.

The provisions of this section shall not impair the DISTRICT's ability to terminate this Agreement pursuant to Section XI.

X. TERMINATION OF AGREEMENT

A. This employment Agreement may be terminated, at the end of its term, by providing notice to the ASSISTANT SUPERINTENDENT, forty-five (45) calendar days prior to the expiration of the Agreement, in accordance with the Education Code section 35031.

B. This employment Agreement may be terminated prior to the end of the term by:

1. Mutual agreement of the parties.
2. Retirement or death of ASSISTANT SUPERINTENDENT.
3. Disability of ASSISTANT SUPERINTENDENT.

This Agreement may be terminated by the DISTRICT should the ASSISTANT SUPERINTENDENT be unable to serve in his position because of physical and/or mental condition, which in the opinion of the DISTRICT, renders the ASSISTANT SUPERINTENDENT unfit for service and based on a finding that no reasonable accommodation can be made in accordance with the Americans with Disabilities Act and Fair Employment and Housing Act. The DISTRICT reserves the right to send the ASSISTANT SUPERINTENDENT to a licensed physician, at the DISTRICT'S expense, for the purpose of assessing fitness for duty.

4. Termination Without Cause.

The DISTRICT may terminate this Agreement at any time, without cause, provided the DISTRICT pays the ASSISTANT SUPERINTENDENT the equivalent of twelve (12) months of salary, or the balance due under the parties' Agreement whichever is less.



Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the DISTRICT as a buyout, resulting from the Board's decision to terminate this Agreement without cause, shall be fully reimbursed to the DISTRICT if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of his powers of office. If the DISTRICT funds the criminal defense of the ASSISTANT SUPERINTENDENT against charges involving the abuse of his office or position, and the ASSISTANT SUPERINTENDENT is then convicted of those charges, the ASSISTANT SUPERINTENDENT shall fully reimburse the DISTRICT for all DISTRICT funds paid for the ASSISTANT SUPERINTENDENT'S criminal defense.

5. Termination for Cause.

The Superintendent, Deputy Superintendent and/or BOARD may notify the ASSISTANT SUPERINTENDENT that this Agreement shall be terminated for cause. Grounds for termination may include but are not limited to: breach of contract, unsatisfactory performance, any ground enumerated in Education Code section 44932, and any other conduct which the Superintendent and/or BOARD deems detrimental to the DISTRICT. Upon receipt of notice that this Agreement shall be terminated under this paragraph, the ASSISTANT SUPERINTENDENT may request a conference with the BOARD in a closed session to respond to the notice of termination. The ASSISTANT SUPERINTENDENT shall bear his legal costs, if any, and the conference with the BOARD shall be a formal hearing. The BOARD shall thereafter notify the ASSISTANT SUPERINTENDENT in writing of its decision, which shall be final and binding.

XI. INDEMNITY AND DEFENSE

The DISTRICT shall indemnify, save, hold harmless and defend the ASSISTANT SUPERINTENDENT from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the ASSISTANT SUPERINTENDENT is alleged to have acted in any way related to his duties as ASSISTANT SUPERINTENDENT or related to the DISTRICT. The DISTRICT 's obligation to indemnify shall be excused only as to liability for damages awarded against the ASSISTANT SUPERINTENDENT upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the ASSISTANT SUPERINTENDENT's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the DISTRICT, the ASSISTANT SUPERINTENDENT will continue to be indemnified for any actions taken against him related to his role as ASSISTANT SUPERINTENDENT.

XII. BREACH

In the event of breach of this Agreement, the parties agree that the damages for such breach shall not exceed the sums due as salary during the remaining term of this Agreement.



XIII. GENERAL PROVISION

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the DISTRICT. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.

Approved in a regular open session meeting of the Governing Board on June 12, 2025.

Teresa Castellanos
President, Board of Education
San José Unified School District

John Dominic Bejarano
Assistant Superintendent, Admin Services
San José Unified School District

Dated: _____

Dated: _____

