

MEETING MINUTES

All meetings of the Governing Board are open to the general public with the exception of closed session items which are discussed confidentially in accordance with the law.

To allow for an orderly meeting, members of the public wishing to comment on matters on the closed or open session agenda or matters not on the agenda but within the Board's jurisdiction, must submit the appropriate color REQUEST TO SPEAK card and indicate, for matters on the agenda, the agenda item number to be addressed. REQUEST TO SPEAK cards must be submitted to the designated District staff by the cutoff.

<u>For Comment On</u>	<u>Card Color</u>	<u>Cutoff To Submit Card</u>
Closed Session Agenda Items	Green - In Favor Red - In Opposition	Prior to Adoption of Closed Session Agenda
Open Session Agenda Items	Green - In Favor Red - In Opposition Yellow - Matters Not On The Agenda	Prior to Adoption of Open Session Agenda

Late submitted REQUEST TO SPEAK cards cannot be honored.

The Governing Board convenes in locations accessible in accordance with the Americans with Disabilities Act. Anyone planning to attend a meeting who has a disability and needs special assistance should call 408-535-6078 at least 24 hours in advance of the meeting to make special arrangements.

Spanish interpretation is available during meetings of the Governing Board. Anyone needing to arrange for interpretation services or to request a translated version of the agenda should call 408-535-6078 at least 24 hours in advance of the meeting to make special arrangements.

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<https://sjusd.webex.com/sjusd/j.php?MTID=mfb7fe7c8e4ef8acc9b5b189260e34c67>

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

Mr. José Magaña, President

Mr. Brian Wheatley, Vice President

Ms. Teresa Castellanos, Member

Ms. Carla Collins, Member

Ms. Nicole Gribstad, Member

Ms. Nancy Albarrán, Superintendent

Sophie Santos, Student Board Member [San José High School]

Diana Loveland Lemasa, Alternate Student Board Member [Gunderson High School]

The Regular Session Meeting of the Board of Education will be called to order no earlier than 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, and the Regular Session Meeting will be reconvened no earlier than 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 Member

Carla Collins, Board Member

Nicole Gribstad, Board Member

Jose Magana, Board President

Brian Wheatley, Board Vice President

A. Call to Order in Open Session - no earlier than 5:00 PM

Board President José Magaña 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.

Board President José Magaña entertained a motion to adopt the closed session agenda.

Motion made by: Brian Wheatley

Motion seconded by: Teresa Castellanos

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Adoption of the closed session agenda is located at 0:33-0:52 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

C. Public Comments Regarding Closed Session Agenda Items

Board President José Magaña opened public comments regarding closed session agenda items at 5:00 p.m. Speakers were allowed two (2) minutes each to address the Board.

Speaker: Jennifer DePuy

Topic: Against Item E.7 Conference with Real Property Negotiators (red request to speak card submitted)

Speaker: Maeve Naughton

Topic: Against Item E.7 Conference with Real Property Negotiators (red request to speak card submitted)

Public comments regarding closed session agenda items closed at 5:05 p.m.

Public comments regarding closed session agenda items are located at 0:53-5:20 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

D. Adjourn to Closed Session

The Board adjourned to closed session at 5:05 p.m.

E. Closed Session Agenda

1. Student Discipline - Student Expulsion Hearings [Pursuant to Education Codes 35146 and 48918]
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 - no earlier than 6:00 PM

Board President José Magaña reconvened the meeting in open session at 6:22 p.m. He announced that equipment for Spanish interpretation was available on the tables near the entrance.

G. Pledge of Allegiance

Board Vice President Brian Wheatley led the Pledge of Allegiance.

H. Adoption of Open Session Agenda

Board President José Magaña announced that there were two requests to make public comments. He opened public comments at 6:23 p.m. Speakers were allowed two (2) minutes each to address the Board.

Speaker: Travis Curran

Topic: Against Item H.1 Adoption of the Open Session Agenda

San Jose Teachers Association President Renata Sanchez clarified that her request to speak was for items I.1 and I.2 rather than item H.1.

Public comments closed at 6:24 p.m.

Superintendent Nancy Albarrán announced an amendment to item K.3 Salary Increases for Employees – In the Employee Agreements [agenda item] attachment on page 22 under salary, amend the text to match the amount in parentheses, \$225,593.

Board President José Magaña entertained a motion to adopt the open session agenda with proposed changes.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments and adoption of the open session agenda are located at 6:22-8:32 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

I. Special Order of Business

1. Independent Contractor Agreement with CBRE, Inc. (ACTION)

Recommendation: That the Board of Education approve an Independent Contractor Agreement with CBRE, Inc. in an amount not less than \$50,000 and not to exceed \$863,000 to provide for Professional Real Estate Consulting Services.

Public comments regarding Item I.1 opened at 6:25 p.m. Speakers were allowed two minutes each to address the Board.

Speaker: Kelli Knapp

Topic: In support of item I.1 Independent Contractor Agreement with CBRE, Inc. (green request to speak card submitted)

Speaker: Lisa Montes

Topic: In support of item I.1 Independent Contractor Agreement with CBRE, Inc. (green request to speak card submitted)

Speaker: Maeve Naughton

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Evelyn Cervantes

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Kaela Chang

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Travis Curran

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Jennifer DePuy

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Danielle Bouchard

Topic: Against item I.1 Independent Contractor Agreement with CBRE, Inc. (red request to speak card submitted)

Speaker: Renata Sanchez, SJTA President

Topic: In support of item I.1 Independent Contractor Agreement with CBRE, Inc. and Item I.2. Amendment No. 2 to the Service Agreement with Education Housing Partners, Inc. (green request to speak card submitted)

As the bargaining unit representative for the San Jose Teachers Association, Renata Sanchez was allowed five (5) minutes to address the Board.

Public comments regarding Item I.1 closed at 6:45 p.m.

Chief Business Officer Seth Reddy gave a presentation on workforce housing.

He introduced the district's legal counsel, Attorney Phil Henderson, who provided clarification about the role of the Measure R Citizens' Bond Oversight Committee (CBOC).

Chief Business Officer Seth Reddy, Attorney Phil Henderson and Superintendent Nancy Albarrán responded to comments and questions from the Board members.

Board President José Magaña called the question for the vote.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting results:

Yes: Teresa Castellanos

Yes: Carla Collins

No: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments, discussion and Board action are located at 8:34-1:00:51 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

2. Amendment No. 2 to Service Agreement with Education Housing Partners, Inc. (ACTION)

Recommendation: That the Board of Education approve Amendment No. 2 to the Service Agreement for Predevelopment Support for Employee Housing with Education Housing Partners, Inc., increasing the total compensation to account for actual work completed by consultants, and adding consultant services contemplated in the revised not-to-exceed compensation amount of \$514,000 through December 31, 2026.

Public comments regarding item I.2 opened at 6:55 p.m. The speaker was allowed two (2) minutes to address the Board.

Speaker: Jennifer DePuy

Topic: Against item I.2 Amendment No. 2 to the Service Agreement with Education Housing Partners, inc. (red request to speak card submitted)

Public comments regarding item I.2 closed at 6:56 p.m.

Board President José Magaña entertained a motion to approve item I.2.

There was further discussion to which Board President José Magaña and Superintendent Nancy Albarrán responded.

Trustee Teresa Castellanos called the question.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results:

Yes: Teresa Castellanos

Yes: Carla Collins

No: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments, discussion and Board action are located at 1:00:53-1:04:48 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

3. Resolution 2026-06-11-03 on Establishing the San José Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee

Recommendation: Adopt Resolution 2026-06-11-03 of the Board of Education of the San Jose Unified School District Establishing the San Jose Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee.

Public comments regarding item I.3 opened at 7:22 p.m. Speakers were allowed two (2) minutes each to address the Board.

Speaker: Emma Thomas

Topic: Against Item I.3 Resolution 2026-06-11-03 on Establishing the San José Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee, the composition of the Asset Management Advisory Committee, prioritize impacted communities (red request to speak card submitted)

Speaker: Maeve Naughton

Topic: Against Item I.3 Resolution 2026-06-11-03 on Establishing the San José Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee, the composition of the Asset Management Advisory Committee, requested representation from impacted communities (red request to speak card submitted)

Speaker: Kaela Chang

Topic: Against Item I.3 Resolution 2026-06-11-03 on Establishing the San José Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee, the composition of the Asset Management Advisory Committee, requested representation from impacted communities (red request to speak card submitted)

Speaker: Jennifer DePuy

Topic: Against Item I.3 Resolution 2026-06-11-03 on Establishing the San José Unified School District's Asset Management Advisory Committee and Approving Bylaws for the Committee, the composition of the Asset Management Advisory Committee, requested representation from impacted communities (red request

to speak card submitted)

Public comments regarding item I.3 closed at 7:29 p.m.

CBO Seth Reddy provided information about the establishment of the San José Unified School District's Asset Management Advisory Committee, including the bylaws, the membership criteria and application process which is consistent with the Education Code. Superintendent Nancy Albarrán provided additional information clarifying that the Education Code does not specify how the committee members are selected.

Attorney Phil Henderson, Chief Business Officer Seth Reddy, and Superintendent Nancy Albarrán responded to questions from the Board members.

Trustee Nicole Gribstad made a motion. The motion was not recognized or seconded. There was further discussion by the Board members.

At the request of Board President José Magaña, Chief Business Officer Seth Reddy confirmed the names of the Board's representatives on the Measure R Citizens' Bond Oversight Committee. Referring to comments made by members of the public, Board President José Magaña agreed with public feedback on prioritizing members of the impacted communities.

Trustee Teresa Castellanos left the room at 7:42 p.m. and returned to the room at 7:44 p.m.

There was further discussion about the committee membership.

Board President José Magaña entertained a motion to approve item K.3.

Trustee Carla Collins called for the vote.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting results:

Yes: Teresa Castellanos

Yes: Carla Collins

No: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments, discussion and Board action are located at 1:04:52-1:28:40 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

J. Public Comments for Items Not on the Agenda

Board President José Magaña opened public comments for items not on the agenda at 7:45 p.m. with a reminder for the public about the process. Speakers were allowed two (2) minutes each to address the Board.

Trustee Nicole Gribstad left the room at 7:46 p.m. and returned to the room at 7:48 p.m.

Speaker: Eric Rise

Topic: Measure R budget spending

Speaker: Louis DeScioli

Topic: Pool at Leland High School

Speaker: Diyana Gunasekera
Topic: Measure R budget spending

Speaker: Gustavo Rivera
Topic: New pool, Leland HS

Speaker: Jeannette Harding
Topic: Why I like SJUSD

Speaker: Kelli Knapp
Topic: General, positive experience at SJUSD

Speaker: Kristina Chemelka
Topic: Positive consolidation of SDC program

Speaker: Lisa Montes
Topic: Positive climate

Speaker: Felicia Tan
Topic: General positivity

Speaker: Jake Primmer
Topic: Leland polo

Speaker: Jennifer DePuy
Topic: Video for board meetings

Speaker: Kaela Chang
Topic: Lack of transparency overall

Speaker: Dan S.
Topic: Purchases of housing, 300 condos

Speaker: Travis Curran
Topic: Non-agenda item – previous meeting

Speaker: Jeff Benford
Topic: Observations regarding transparency/misinformation

Speaker: Maeve Naughton
Topic: Item J

Speaker: David Friedlander
Topic: School closures

Speaker: Renata Sanchez, SJTA President
As the bargaining representative for San Jose Teachers Association, Renata Sanchez was allowed five (5) minutes to address the Board.
Topic: Response to a public comment made at the last meeting

Board President José Magaña requested that the record reflect that names were called several times for those that had submitted a request to speak card but were no longer present at the meeting.

Public comments regarding items not on the agenda closed at 8:22 p.m.

Public comments for items not on the agenda are located at 1:28:43-2:05:22 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

K. Action, Information, and Discussion Items

1. Independent Contractor Agreement with Bedford, Freeman & Worth (BFW) Publishing Group, LLC for the Adoption and Purchase of Instructional Materials for Calculus for the AP® Course, 4th Edition and The Practice of Statistics for the AP® Course, 8th Edition (1st Reading) (INFORMATIONAL)

This item is informational. Associate Superintendent Jodi Lax reminded everyone that there is a process for piloting the curriculum. She provided information about the proposed adoption and purchase of instructional materials for Calculus for the AP® Course, 4th Edition and The Practice of Statistics for the AP® Course, 8th Edition. She responded to Board member questions related to the process, the curriculum, and the independent contractor agreement. She confirmed that the privacy of student data was included in the agreement. Board President José Magaña also responded to the question about the privacy of student data, noting that the student data confidentiality certification was included in Exhibit C on page 13 of the Independent Contractor Agreement attached with the item.

Discussion is located at 2:05:24-2:11:43 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

2. 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.

Board President José Magaña opened the public hearing at 8:28 p.m.

Associate Superintendent Jodi Lax presented information about the 2026-2027 Local Control and Accountability Plan (LCAP). She announced that she had added a slide to the presentation after the agenda was published and would make it available publicly. Following the presentation, Associate Superintendent Jodi Lax responded to questions from the Board members.

Chief Business Officer Seth Reddy presented information about the 2026-2027 Budget. He announced that he had also updated the presentation after the agenda was published and that the updated presentation would be published with the minutes. Following the presentation, Chief Business Officer Seth Reddy responded to questions from the Board members.

Trustee Teresa Castellanos left the room at 8:42 p.m. and returned to the room at 8:44 p.m.

Board President José Magaña left the room at 9:07 p.m. and returned to the room at 9:09 p.m.

Trustee Teresa Castellanos left the room at 9:10 p.m. and returned to the room at 9:12 p.m.

Board President José Magaña reminded everyone that the item was informational. He closed the public hearing at 9:27 p.m.

The presentations and discussion are located at 2:11:44-3:11:05 on the 06.11.2026 Regular session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>



Local Control and Accountability Plan and Budget as updated

3. Salary Increases for Employees (ACTION)

Recommendation: That the Board of Education approve salary increases 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, 2026;
5. correspondingly update the employment agreements for the superintendent, chief business officer, associate superintendent, and assistant superintendent effective July 1, 2026; and
6. delegate to the superintendent or her designee the authority to take any and all actions necessary to implement these compensation items.

Item K.3 Salary Increases for Employees was amended during the adoption of the open session agenda. In the Employee Agreements [agenda item] attachment on page 22 under salary, the text was corrected to match the amount in parentheses, \$225,593.

Board President José Magaña opened public comments at 9:28 p.m. Speakers were allowed two (2) Minutes each to address the Board.

Speaker: Tomara Hall

Topic: Item K.3 Salary Increases for Employees (yellow request to speak card submitted)

Speaker: Emma Thomas

Topic: Item K.3 Salary Increases for Employees (red request to speak card submitted)

Speaker: Julie Benabente

Topic: Item K.3 Salary Increases for Employees (red request to speak card submitted)

Speaker: Jennifer DePuy

Topic: Item K.3 Salary Increases for Employees, #5 (red request to speak card submitted)

Speaker: Travis Curran

Topic: Against Item K.3 Salary Increases for Employees (red request to speak card submitted)

Speaker: David Friedlander

Topic: Against Item K.3 Salary Increases for Employees (red request to speak card submitted)

Speaker: Maeve Naughton

Topic: Item K.3 Salary Increases for Employees (red request to speak card submitted)

Speaker: Aaron Lilly

Topic: In support of Item K.3 Salary Increases for Employees (green request to speak card submitted)

Speaker: Joe Kolda

Topic: In support of Item K.3 Salary Increases for Employees (green request to speak card submitted)

Speaker: Kelli Knapp

Topic: In support of Item K.3 Salary Increases for Employees (green request to speak card submitted)

Public comments regarding item K.3 closed at 9:46 p.m.

Chief Business Officer Seth Reddy provided information about the salary increases for employees. In accordance with the Government Code, he orally reported the salaries and fringe benefits of the

Superintendent and Executive Staff.

Board President José Magaña provided an opportunity for each Board member to comment and ask questions. Chief Business Officer Seth Reddy responded to questions from the Board members.

Trustee Nicole Gribstad moved approval of Item K.3 Salary Increases for Employees with amendments. The motion was not recognized and there was no second.

Board President José Magaña highlighted several issues addressed by Trustee Nicole Gribstad and asked Chief Business Officer Seth Reddy to respond.

Chief Business Officer Seth Reddy explained that the Forms for Public Disclosure [for each of the bargaining agreements], which are sent to the Santa Clara County Office of Education, outline the financial impact of each of the agreements, and the Summary of the Total Impact of All Agreements on the General Fund Budget is included with the adopted budget. He also clarified that the reference to indexing means that is how compensation is calculated and that all compensation increases require Board approval.

Board President José Magaña made closing remarks and entertained a motion to approve item K.3.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting results:

Yes: Teresa Castellanos

Yes: Carla Collins

No: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments, discussion and Board action are located at 3:11:08–3:42:53 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

At 10:00 p.m., Board President José Magaña called for a five (5) minute recess.

Board President José Magaña reconvened the meeting at 10:05 p.m.

Board President José Magaña entertained a motion to extend the meeting to no later than 11:15 p.m.

Motion made by: Brian Wheatley

Motion seconded by: Teresa Castellanos

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

The motion to extend the meeting to no later than 11:15 p.m. was approved by a vote of 5-0.

Board action to extend the meeting is located at 3:43:30-3:44:13 on the 06.11.2026 Regular Session Board



Employment Agreements for Superintendent and Executive Staff as amended (page 22 replaced)

4. Resolution 2026-06-11-02 - Board Member Compensation (ACTION)

Recommendation: That the Board of Education approve and adopt Resolution 2026-06-11-02 authorizing no loss of compensation for the absence of Trustee Nicole Gribstad from the May 21, 2026, Regular Session Board Meeting due to illness. (BB 9250, Education Code 35120)

Board President José Magaña provided information about the resolution and entertained a motion to approve the resolution.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Discussion and Board action are located at 3:44:15–3:45:00 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

5. Resolution 2026-06-11-01 - Order of Election, Specifications of the Election Order and Consolidation Request (ACTION)

Recommendation: That the Board of Education approve and adopt Resolution 2026-06-11-01 - Order of Election, Specifications of the Election Order and Consolidation Request, a Resolution of the Governing Board of the San José Unified School District Calling a General Election to be Held on Tuesday, November 3, 2026, Providing Specifications of the Election Order, and Requesting Consolidation and Performance of Services from the County of Santa Clara Registrar of Voters.

Board President José Magaña entertained a motion to approve item K.5.

Superintendent Nancy Albarrán provided information about the resolution.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Discussion and Board action are located at 3:45:03–3:46:10 on the 06.11.2026 Regular Session Board

6. Updated Parent/Student Handbook for the 2026-2027 School Year (2nd Reading) (ACTION)

Recommendation: That the Board of Education review the revised Parent/Student Handbook for the 2026-2027 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.

Public comments regarding item K.6 opened at 10:08 p.m. The speaker was allowed two (2) minutes to address the Board.

Speaker: Travis Curran

Topic: Against Item K.6 Updated Parent/Student Handbook for the 2026-2027 School Year (red request to speak card submitted)

Public comments closed at 10:10 p.m.

Board President José Magaña entertained a motion to approve item K.6.

The Board members were provided an opportunity to comment and ask questions. Board President José Magaña responded to comments made by Trustee Nicole Gribstad. There was no further discussion.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments, discussion and Board action are located at 3:46:11–3:51:15 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

7. Student Expulsion Case 2025-2026-017 (ACTION)

Board President José Magaña entertained a motion to approve.

Motion to approve Student Expulsion Case 2025-2026-017 made by Brian Wheatley
Motion seconded by Carla Collins

Roll Call Vote:

Teresa Castellanos - Yes

Nicole Gribstad - Yes

Carla Collins - Yes

Brian Wheatley - Yes

José Magaña - Yes

Motion to suspend was made by Brian Wheatley. Motion seconded by Teresa Castellanos.

Roll Call Vote:

Teresa Castellanos - Yes

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

Board action is located at 3:51:17-3:52:03 on the 06.11.2026 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

L. Announcements and Reports

1. Board of Education and Student Board Member

Board President José Magaña noted that a request to speak card had been submitted, but the person had stepped out of the meeting. He announced the student board members were not present. He indicated that Board members could yield if they had no report and that their reports would be kept to three minutes.

Trustee Nicole Gribstad recognized the Class of 2026 and encouraged the graduates to pursue their goals. She also recognized the students and community members who have demonstrated leadership, civic engagement and advocacy. She shared her perspective on inclusion related to serving students.

Trustee Teresa Castellanos acknowledged the significance of the graduation ceremonies and gave a brief report on the high school graduation ceremonies and the middle school and fifth grade promotion ceremonies that she attended. She highlighted the Expanded Learning Opportunities Program (ELO-P) soccer event, which she attended earlier today.

Trustee Carla Collins wished everyone a very happy Pride.

Board Vice President Brian Wheatley gave a brief report on the MetroED Governing Board meeting and highlighted the accomplishments of a Silicon Valley Career Technical Education (SVCTE) student who was elected as the California President of Skills USA.

Board President José Magaña acknowledged staff for their work on the logistics for community events, including the high school graduations at the Rose Garden and the middle school promotions held downtown. He highlighted the Expanded Learning Opportunities Program (ELO-P) FIFA soccer event that was held today and gave a shout-out to staff members that handled the logistics and communications for the event, Board Members Castellanos and Wheatley for attending, as well as the YMCA, CORAL (Communities Organizing Resources to Advance Learning), Galileo, the San José Earthquakes, Bay FC, the Bay Area Host Committee, and San José Unified parent Danielle Slaton who is a co-founder of Bay FC. He closed with remarks on the meaning of inclusion as it relates to students and acknowledged public education being accessible to everyone.

Announcements and Reports by the Board of Education and Student Board Member are located at 3:52:07-4:02:39 on the 06.11.2026 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

2. Superintendent and Executive Staff

Board President José Magaña noted that a request to speak card had been submitted for this item, but the person had stepped out of the meeting.

Assistant Superintendent J. Dominic Bejarano had no report.

Associate Superintendent Jodi Lax had no report.

Chief Business Officer Seth Reddy had no report.

Superintendent Nancy Albarrán announced that she would skip her report.

Announcements and Reports by the Superintendent and Executive Staff are located at 4:02:42-4:03:16 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

M. Minutes

1. Approval of the Minutes of the Regular Session Meeting held May 21, 2026

Board President José Magaña entertained a motion to approve the minutes of the Regular Session Meeting held May 21, 2026.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

The minutes of the May 21, 2026, Regular Session Meeting were approved as submitted by a vote of 5-0.

Approval of the minutes is located at 4:03:18–4:03:35 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

N. 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 N.2, N.3, N.6, N.7, N.8 and N.9 were pulled from the consent calendar.

Board President José Magaña entertained a motion to approve the consent calendar with the exceptions of items N.2, N.3, N.6, N.7, N.8 and N.9.

Motion made by: Carla Collins

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

The consent calendar was approved with the exceptions of items N.2, N.3, N.6, N.7, N.8 and N.9 by a vote of 5-0.

Approval of the consent calendar is located at 4:03:37-4:06:10 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

Board President José Magaña announced a change to the order of the day to move next to item N.8 for public comments on that item.

1. Management Personnel Actions (ACTION) - None

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

2. Certificated Personnel Actions (ACTION)

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

Board President José Magaña entertained a motion to approve item N.2.

Associate Superintendent Jodi Lax responded to Board member questions.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Board action is located at 4:16:43-4:18:27 on the 06.11.2026 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

3. Classified Personnel Actions (ACTION)

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

Board President José Magaña entertained a motion to approve item N.3.

Assistant Superintendent J. Dominic Bejarano responded to Board member questions.

Motion made by: Brian Wheatley

Motion seconded by: Teresa Castellanos

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Board action is located at 4:18:29-4:20:07 on the 06.11.2026 Regular Session Board Meeting Recording.
<https://sjusd.app.box.com/v/boardmeetingaudio>

4. Short-term Limited Services Agreements (ACTION) - None

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

5. 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.

6. 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 2026-2027 school year.

Board President José Magaña entertained a motion to approve item N.6.

Associate Superintendent Jodi Lax and Chief Business Officer Seth Reddy responded to Board member questions.

Motion made by: Brian Wheatley

Motion seconded by: Teresa Castellanos

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Board action is located at 4:20:10-4:22:30 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

7. Amendment No. 2 to Service Agreement with the County of Santa Clara Behavioral Health Services Department (SLS Coordinator) (ACTION)

Recommendation: That the Board of Education approve Amendment No. 2 to extend the Service Agreement with the County of Santa Clara Behavioral Health Services Department and accept \$146,174 in provided funds to partially cover the cost of a 1.0 FTE School-Linked-Services Coordinator and provide prevention and early intervention services at designated sites during the 2026-2027 school year.

Board President José Magaña entertained a motion to approve item N.7.

Associate Superintendent Jodi Lax responded to Board member questions.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Board action is located at 4:22:33-4:23:53 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

8. Independent Contractor Agreement with Sunburst Workforce Advisors, LLC (ACTION)

Recommendation: That the Board of Education approve an Independent Contractor Agreement with Sunburst Workforce Advisors, LLC in an amount not-to-exceed \$10,000,000 to provide non-public agency staffing services during the 2026-2027 school year.

Public comments regarding item N.8 opened at 10:28 p.m. The speaker was allowed two (2) minutes to address the Board.

Speaker: Maeve Naughton

Topic: Against Item N.8 Independent Contractor Agreement with Sunburst Workforce Advisors, LLC

Public comments closed at 10:31 p.m.

Board President José Magaña entertained a motion to approve item N.8.

Associate Superintendent Jodi Lax responded to Board member questions.

Director of Special Education Chris Metcalfe provided information about the Independent Contractor Agreement with Sunburst Workforce Advisors, LLC.

Motion made by: Brian Wheatley

Motion seconded by: Carla Collins

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Public comments and Board action are located at 4:06:17-4:16:43 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

9. Independent Contractor Agreement with Infinity Communications and Compliance, Inc. (ACTION)

Recommendation: That the Board of Education approve an Independent Contractor Agreement with Infinity Communications and Compliance, Inc. in an amount not to exceed \$79,500 to provide E-Rate Consulting Services from July 1, 2026, through June 30, 2029.

Board President José Magaña entertained a motion to approve item N.9.

Chief Business Officer Seth Reddy responded to Board member questions. Board President José Magaña noted that the scope of service was included on pages 8 and 9 of the agreement and directed the Board member to review those pages.

Motion made by: Teresa Castellanos

Motion seconded by: Brian Wheatley

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley

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

Board action is located at 4:23:57-4:27:05 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

10. Conveying Amendment #1 to Lease Agreement with SHPF Management & Services, assignee of DCP Facilities 2, LLC (INFORMATIONAL)

Recommendation: Action approving the aforementioned Amendment #1 occurred at the Board of Education during its April 23, 2026, Regular Session Board Meeting by a unanimous vote of 5-0. The sole purpose of this information item is to provide the Board and the public with the history behind the recently approved amendment and to share the Amendment as executed.

O. Closed Session Report

Public comments regarding item O. Closed Session Report opened at 10:40 p.m. The speaker was allowed two (2) minutes to address the Board.

Speaker: Travis Curran

Topic: Against Item O. Closed Session Report (red request to speak card submitted)

Public comments closed at 10:50 p.m.

Superintendent Nancy Albarrán gave the closed session report. The Board held an expulsion hearing for case number 2025-2026-017 with no reportable action. Under personnel items, the Board discussed and approved by a vote of five to zero the following management appointments: Daniella Sanchez, 1.0 FTE Assistant Manager Food Services and Damaris Cuffy, 1.0 FTE Assistant Manager Superintendents Office. The Board also discussed and approved the intent to dismiss an employee by a vote of four to zero with one abstention, Trustee Gribstad abstaining. Under complaints, the Board discussed and approved to uphold the decision of the designee without hearing the complaint. The Board discussed three cases of anticipated litigation and approved settlements in the amount of \$150,000, \$84,400 and \$80,000 by a vote of five to zero. The Board discussed existing litigation Superior Court of California, County of Santa Clara, Case Number 26CV487931 and Superior Court of California, County of Santa Clara, Case Number 26CV492243 with no reportable action. The Board discussed and denied liability claims by Shaun and Lily Ramirez on behalf of minor John Doe initial CR and a claim by Marybel Reyes Fuentes by a vote of five to zero. The Board held a conference with labor negotiators with no reportable action. And the Board held a conference with real property negotiators regarding the property located at 188 West St. James Street, San Jose with no reportable action.

Public comments and the closed session report are located at 4:27:10-4:29:27 on the 06.11.2026 Regular Session Board Meeting Recording. <https://sjusd.app.box.com/v/boardmeetingaudio>

P. Adjourn

Public comments opened at 10:51 p.m. The speaker was allowed two (2) minutes to address the Board.

Speaker: Travis Curran
Topic: Against Item P. Adjourn (red request to speak card submitted)

Public comments closed at 10:53 p.m.

Board President José Magaña announced the date of the next meeting and entertained a motion to adjourn.

Motion made by: Teresa Castellanos

Motion seconded by: Nicole Gribstad

Voting results: Unanimously approved

Yes: Teresa Castellanos

Yes: Carla Collins

Yes: Nicole Gribstad

Yes: Jose Magana

Yes: Brian Wheatley


The meeting adjourned at 10:53 p.m. by a vote of 5-0.

1. Next Board Meeting - June 25, 2026


Supporting Documents

The following PDFs were attached to the minutes:

K. 2. Public Hearing: Local Control and Accountability Plan and Budget (INFORMATIONAL)

 Local Control and Accountability Plan and Budget as updated

K. 3. Salary Increases for Employees (ACTION)

 Employment Agreements for Superintendent and Executive Staff as amended (page 22 replaced)

Local Control and Accountability Plan (LCAP)

Public Hearing

San José Unified School District

Board of Education

June 11, 2026



Local Control and Accountability Plan (LCAP)

- State template
- Aligned with the strategic plan
- Key investments



Local Control and Accountability Plan (LCAP)

- Innovative workforce
- Identifying areas of focus
- Refining strategies



LCAP Annual (2025-2026)

- Evaluated plan based on available data
- Some areas of growth
- Maintain focus on staff who support students and families



LCAP Three Year Plan

- Goal 1 = rigorous curriculum
- Goal 2 = unified community
- Goal 3 = enhanced resources
- Goal 4 = efficient system
- Goal 5-9 = Equity Multiplier Schools



Equity Multiplier Funds

- Broadway is receiving new funds



English Learner Support

- Ellevation – Use of data
- Increased and Improved Designated ELD
- Professional Development



Chronic Absenteeism

- Use of data
- Weekly Focus



Areas for Continued Improvement

- Math achievement
- Chronic absenteeism
- Narrowing opportunity gaps



Local Control and Accountability Plan (LCAP)

Public Hearing

San José Unified School District

Board of Education

June 11, 2026



Budget

San José Unified School District

Board of Education

June 11, 2026



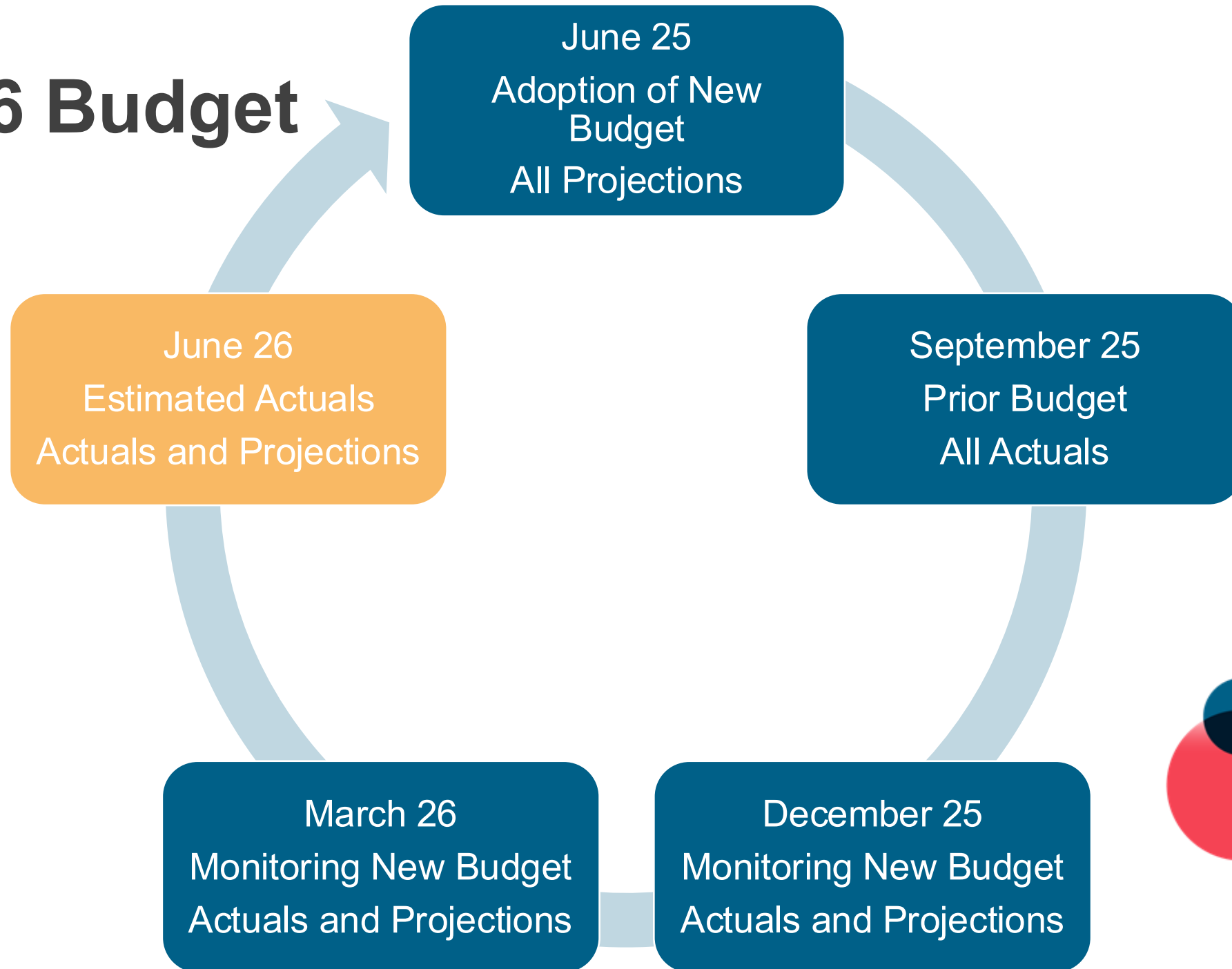


2026-2027 Adopted Budget

Past, Present, Future



25-26 Budget



2025-2026 Estimated Actuals

General Fund

Estimated Actuals

Beginning Balance	\$101,216,783
Revenues	\$504,481,371
Expenditures	\$539,989,940
Revenue Less Expenditures	-\$35,508,569
Transfers from Reserves	\$15,170,238
Ending Balance	\$81,401,978



<i>General Fund</i>	<i>2nd Interim</i>	<i>Estimated Actuals</i>	<i>Change</i>	<i>%</i>
Beginning Balance	\$101,216,783	\$101,216,783	\$0	0%
Revenues	\$501,802,561	\$504,481,371	\$2,678,810	1%
Expenditures	\$540,711,835	\$539,989,940	-\$721,895	0%
Transfers from Reserves	\$14,395,769	\$15,170,238	\$774,469	5%
Ending Balance	\$76,703,278	\$81,401,978	\$4,698,700	6%



2025-2026 Budget Priorities

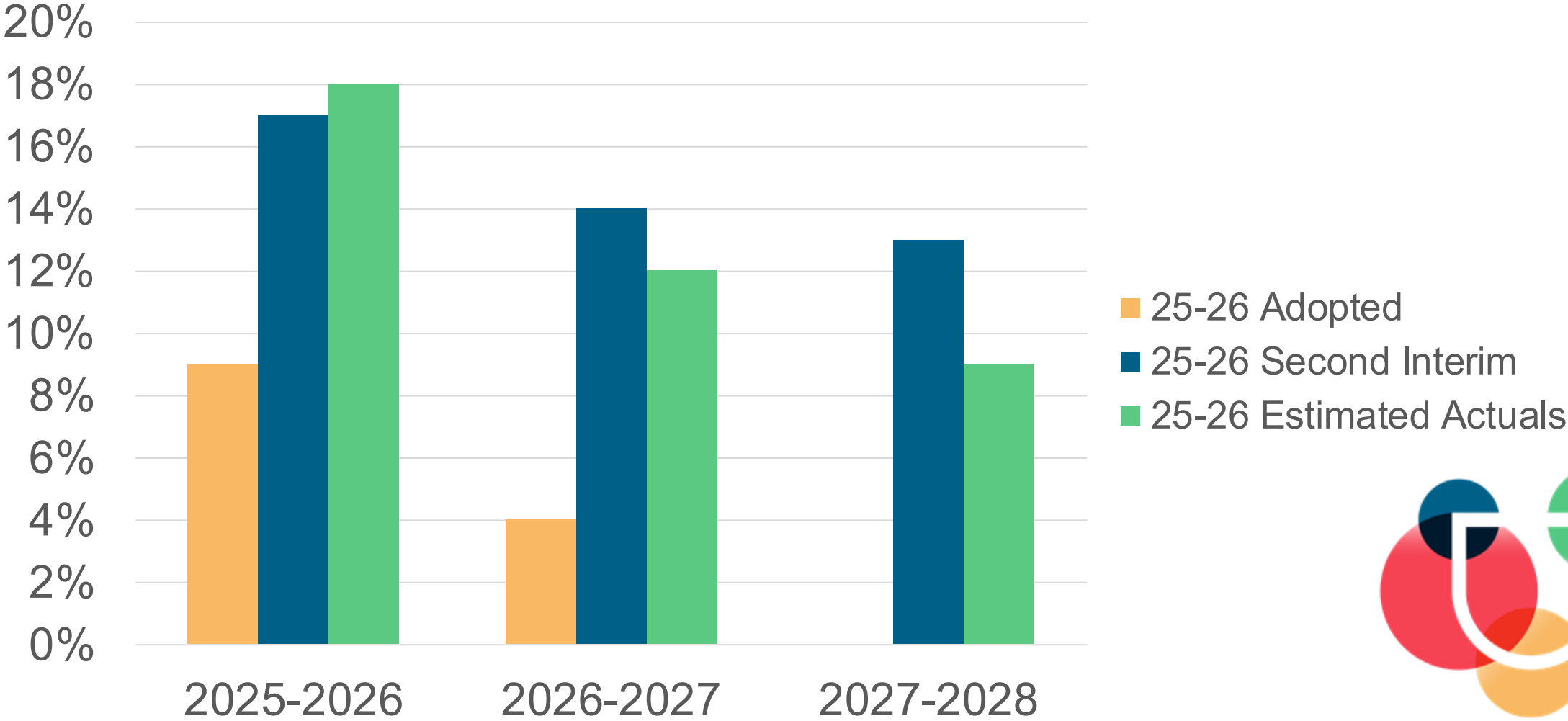
Reduce

Right-size

Review



Reserves



A photograph of graduates in blue gowns and caps at a ceremony. A woman in the center is speaking at a white podium. Other graduates are visible in the background, some holding up phones to record.

2026-2027 Adopted Budget

Fund Balance, Revenue, Expenditure, Transfers



Fund Balance

General Fund

Adopted Budget

Beginning Balance	\$81,401,978
Revenues	\$515,785,703
Expenditures	\$568,222,814
Revenue Less Expenditures	-\$52,437,110
Transfers from Reserves	\$69,250,369
Ending Balance	\$99,665,315



Administrative Regulation 3460

Fund Balance

Restricted

Unrestricted



Components of Restricted Fund Balance

Routine Maintenance	\$11,413,851
Supplemental	\$10,519,063
Learning Recovery Emergency Block Grant (LREBG)	\$5,482,424
Medi-Cal Billing Options	\$4,372,657
Arts and Music in Schools (AMS)	\$3,107,153
Early Intervention Preschool	\$2,194,338
Expanded Learning Opportunities Program (ELOP)	\$2,006,453
Vehicle Repair and Fleet Maintenance	\$493,202
Other Restricted	\$3,419,411
Total of Restricted Components	\$43,008,552



Components of Unrestricted Fund Balance

Assigned

Instructional Materials	\$5,266,071
School Fundraiser	\$2,067,278
Site Flex	\$1,110,688
AB 218/452	\$1,000,000
Student Activity/Body Billing	\$310,612

Nonspendable

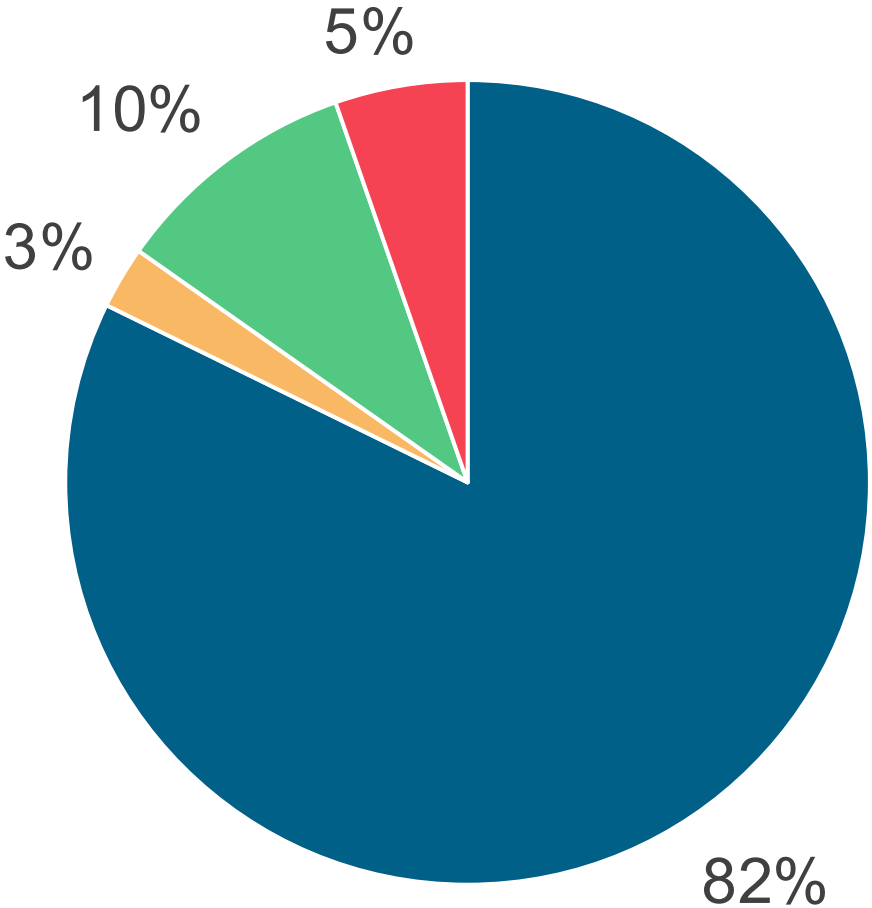
Revolving Cash and Prepaid Items	\$176,000
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Unassigned

Reserve for Economic Uncertainty (BP 3460)	\$46,726,113
Total of Unrestricted Components	\$56,656,762



Revenue



- LCFF Sources
- State Revenues
- Federal Revenues
- Local Revenues





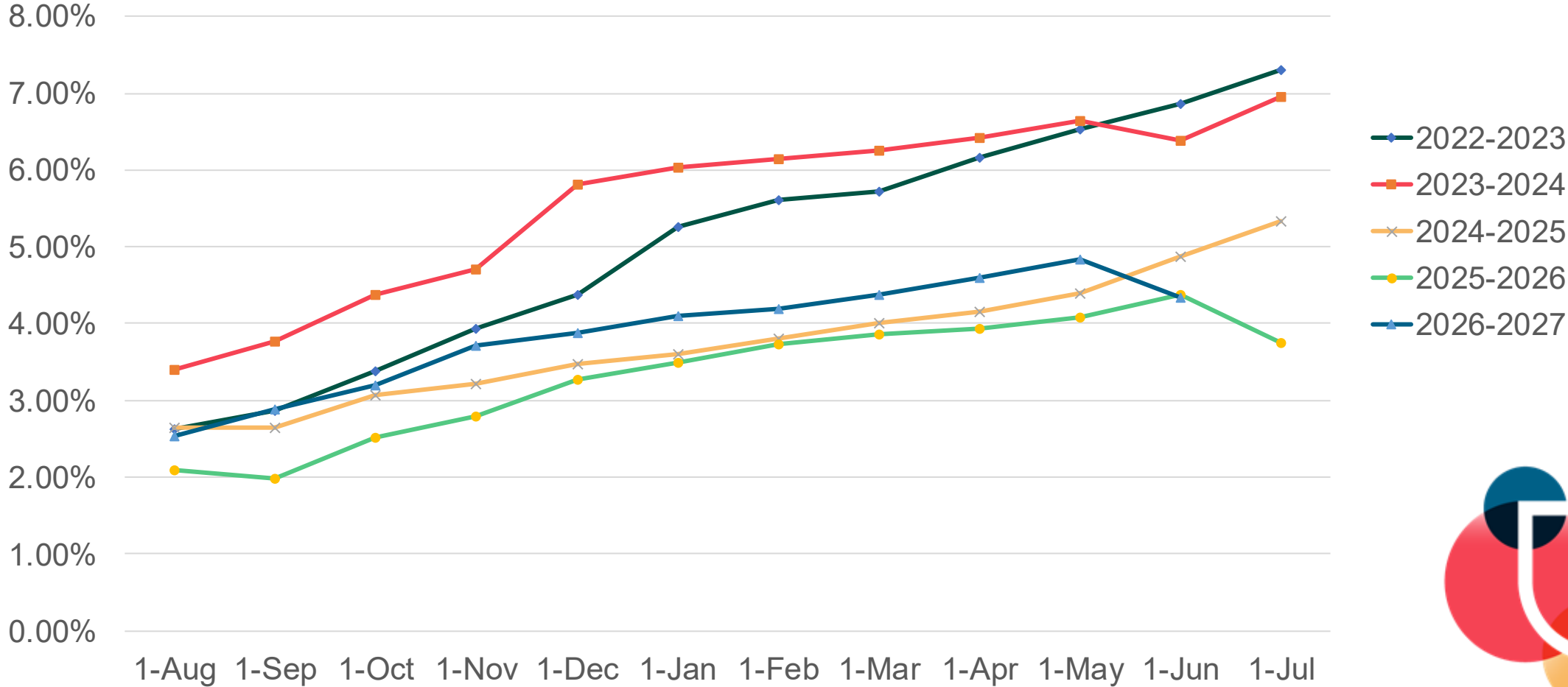
LCFF Revenue

Sources, Projections, Trends



Property Taxes

San José Boundary Area Property Tax Roll Growth

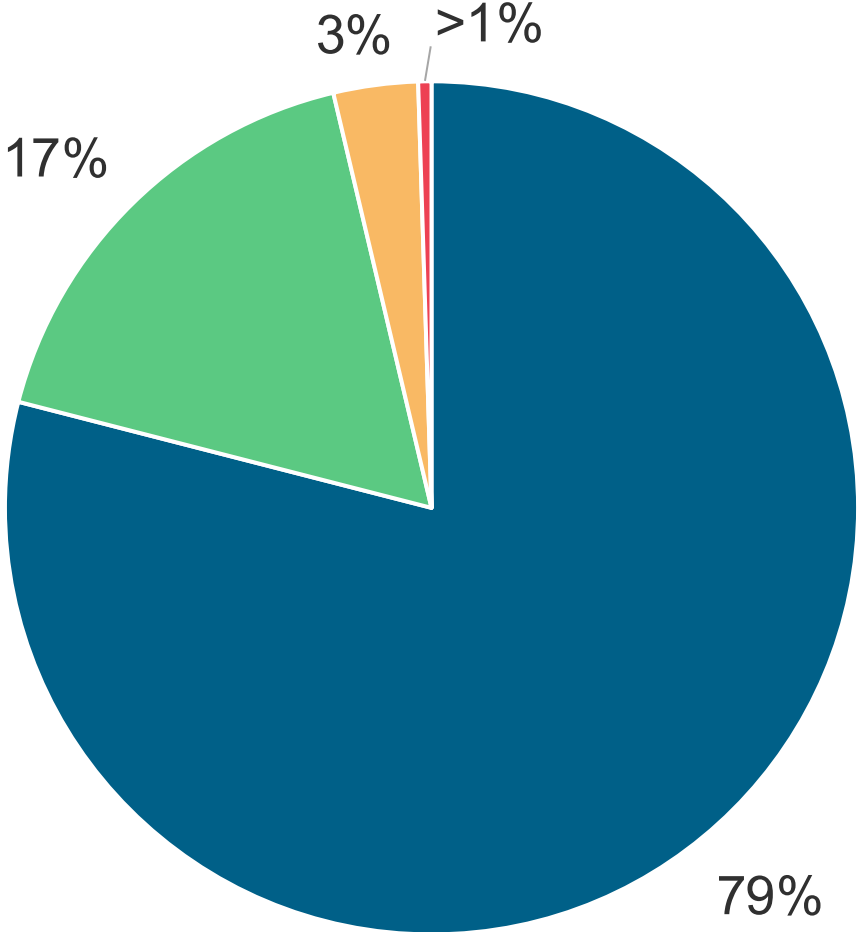


Revenue

<i>Description</i>	<i>Estimated Actuals</i>	<i>Adopted Budget</i>	<i>Change</i>	<i>%</i>
Federal Revenue	\$14,830,223	\$12,891,876	-\$1,938,347	-13%
State Revenue	\$58,797,057	\$51,144,709	-\$7,652,347	-13%
Local Revenue	\$21,261,234	\$27,461,040	\$6,199,805	29%
Total	\$94,888,514	\$91,497,625	-\$3,390,889	-4%



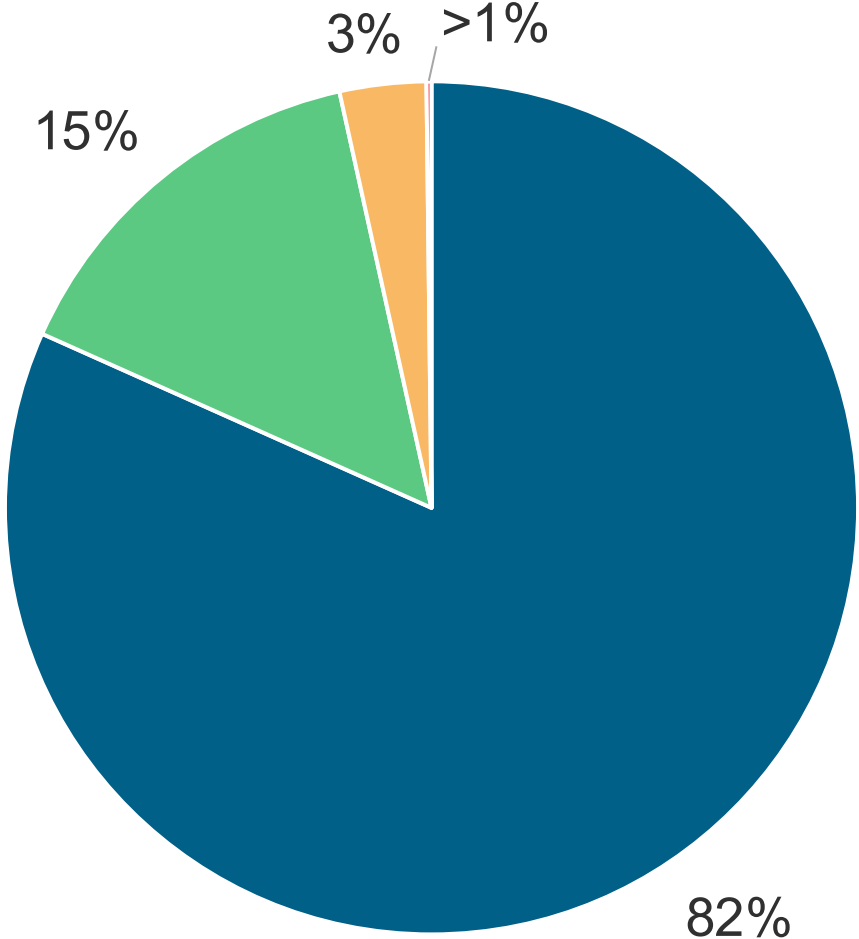
Expenditure



- Compensation
- Services
- Books and Supplies
- Other



Expenditure



- Compensation + Contract Staff
- Other Services
- Books and Supplies
- Other



<i>General Fund</i>	<i>Estimated Actuals</i>	<i>Adopted Budget</i>	<i>Change</i>	<i>%</i>
Certificated Salaries	\$197,692,439	\$214,077,517	\$16,385,079	8%
Classified Salaries	\$69,719,760	\$73,782,734	\$4,062,973	6%
Employee Benefits	\$151,202,713	\$158,075,461	\$6,872,748	5%
Books and Supplies	\$19,998,883	\$18,700,287	-\$1,298,596	-6%
Services	\$98,067,834	\$98,541,558	\$473,724	0%
Capital Outlay	\$833,526	\$1,750,078	\$916,552	110%
Other Outgo	\$3,082,793	\$3,789,306	\$706,513	23%
Indirect Costs	-\$608,008	-\$494,127	\$113,881	-19%
Total	\$539,989,940	\$568,222,814	\$28,232,873	5%



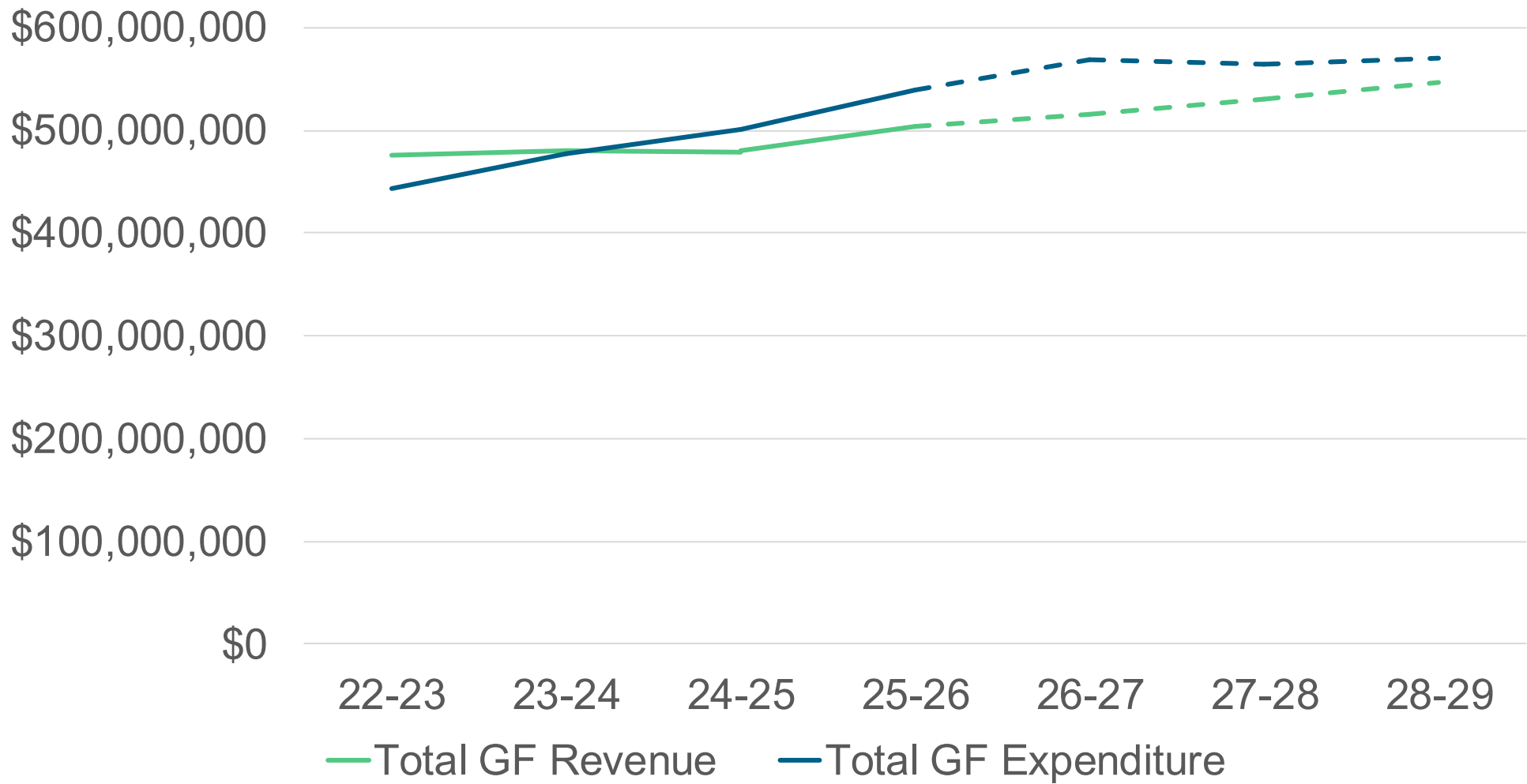
A photograph of a graduation ceremony. In the foreground, graduates in white gowns and caps are seen from behind, some with their hands raised. In the background, graduates in purple gowns and caps are visible, some holding up smartphones to take photos. The scene is framed by a large white archway, with green trees in the background.

Multiyear Projection

Revenue, Expenditure, Reserves



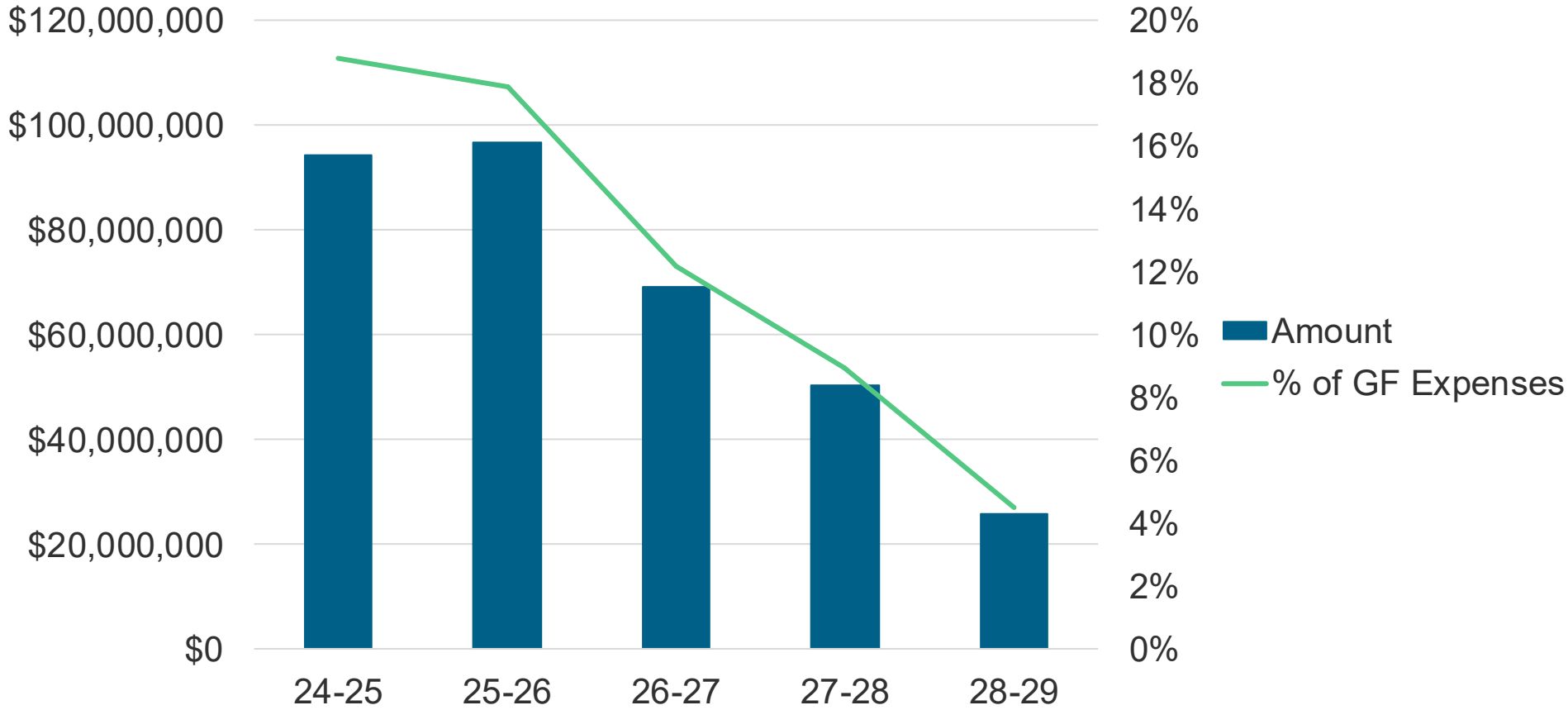
Revenue and Expenditure



<i>General Fund</i>	<i>20-21</i>	<i>25-26</i>	<i>Change</i>	<i>%</i>
Students	27,430	24,081	-3,349	-12%
Staff	2,856	3,019	163	6%
Revenues	\$420,787,954	\$504,481,371	\$83,693,417	20%
Expenditures	\$371,779,013	\$539,989,940	\$168,210,927	45%
Compensation	\$297,448,005	\$418,614,913	\$121,166,908	41%



Reserves





Budget

San José Unified School District

Board of Education

June 11, 2026



**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, 2026, and ending June 30, 2029, 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, 2026, the annual salary of the SUPERINTENDENT for the 2026-2027 fiscal year shall be three hundred seventy-three thousand, three hundred and thirty one dollars (\$373,331) 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 agendaized 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, 2026, the SUPERINTENDENT shall receive an annual stipend of eight thousand, eight hundred dollars (\$8,800) 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 11, 2026.

José Magaña
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, 2026, and ending June 30, 2029.

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, 2026, the annual salary of the ASSOCIATE SUPERINTENDENT for the 2026-2027 fiscal year shall be two hundred fifty-nine thousand, three hundred and nine dollars (\$259,309) 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, 2026, the ASSOCIATE SUPERINTENDENT shall receive an annual stipend of eight thousand, eight hundred dollars (\$8,800) 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 11, 2026.

José Magaña
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, 2026, and ending June 30, 2029.

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, 2026, the annual salary of the CHIEF BUSINESS OFFICER for the 2026-2027 fiscal year shall be two hundred fifty-nine thousand, three hundred and nine dollars (\$259,309) 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, 2026, the CHIEF BUSINESS OFFICER shall receive an annual stipend of eight thousand, eight hundred dollars (\$8,800) 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 11, 2026.

José Magaña
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, 2026, and ending June 30, 2029.

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, 2026, the annual salary of the ASSISTANT SUPERINTENDENT for the 2026-2027 fiscal year shall be two hundred twenty-five thousand, five hundred and ninety-three dollars (\$225,593) 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, 2026, the ASSISTANT SUPERINTENDENT shall receive an annual stipend of eight thousand, eight hundred dollars (\$8,800) 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 11, 2026.

José Magaña
President, Board of Education
San José Unified School District

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

Dated: _____

Dated: _____

