

MORGAN HILL UNIFIED SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES
EMPLOYMENT AGREEMENT

Diana Jiménez

This Employment Agreement (“Agreement”) is made and entered into by the Board of Trustees of the Morgan Hill Unified School District (“District” or “Board”) and Diana Jiménez (“Assistant Superintendent, Educational Services”), effective August 7, 2023.

1. Term. District hereby employs Assistant Superintendent, Educational Services for a period beginning on August 7, 2023, and terminating on June 30, 2026, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

2. Salary.

a. Base Salary. The Assistant Superintendent, Educational Services’ annual base salary for the 2023-24 school year shall be two hundred sixty thousand, three hundred and seventy-one dollars and no cents (\$260,371) which is step 4 of the Assistant Superintendent, Education Services Salary Schedule. The Assistant Superintendent, Educational Services’ annual salary shall be divided into twelve equal payments beginning July through June. For the 2023-2024 school year, the Assistant Superintendent, Educational Services’ pay shall be prorated based on the effective date of this Agreement. The Assistant Superintendent, Educational Services shall receive an additional two thousand, five hundred dollars (\$2,500) per year for a master’s degree and an additional two thousand, five hundred dollars (\$2,500) for a doctorate degree, provided the degrees are earned from a regionally accredited college or university. In addition, the masters’ and doctorate degree stipends shall be adjusted to the same rate provided to other District certificated management employees.

b. Merit-Based Step Advancement. Commencing with the 2024-2025 school year, if the Assistant Superintendent, Educational Services receives a satisfactory performance evaluation from the Superintendent for the prior year and the Board approves an increase in compensation, as set forth in Paragraphs 2(b) and 8 of this Agreement, then the Assistant Superintendent, Educational Services shall receive the same ongoing and one-time compensation increases provided to other District certificated management employees effective on the same

date and based upon the same terms as those provided by the District to other District certificated management employees. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Superintendent.

c. **Salary Increases by Mutual Consent.** The Assistant Superintendent, Educational Services' salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Assistant Superintendent, Educational Services' salary at any time during the term of this Agreement so long as such increase is approved by the Board in open session at a regular meeting of the Board. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement. The Parties intend to comply with all applicable laws; however, if the term of this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

d. **Salary Payment Process.** The Assistant Superintendent, Educational Services' base salary shall be payable in twelve (12) equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Assistant Superintendent, Educational Services.

e. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Assistant Superintendent, Educational Services' salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Assistant Superintendent, Educational Services retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Fringe Benefits.**

a. **Health and Welfare Benefits.** The Assistant Superintendent, Educational Services shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated management employees, as those benefits, plans, providers and other terms and conditions may change from time to time. Thus, the Assistant Superintendent, Educational Services shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay

the same co-pays, premiums, deductibles and other costs as the District's certificated management employees, as those costs and contributions may change from time to time. The Assistant Superintendent, Educational Services shall be responsible for all co-pays, deductibles, and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

b. Sick Leave. The Assistant Superintendent, Educational Services shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Assistant Superintendent, Educational Services for illness or injury that is not compensated by sick leave, differential leave, or other leave provided by law shall be uncompensated. The Assistant Superintendent, Educational Services shall follow District procedures and use District forms or applicable electronic reporting system for reporting use of sick leave. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Assistant Superintendent, Educational Services for earned, unused sick leave. The Assistant Superintendent, Educational Services shall not be entitled to cash payment in lieu of sick leave.

c. Work Year. The Assistant Superintendent, Educational Services shall be required to work two hundred and twenty-four (224) days each full fiscal year, exclusive of holidays granted to the District's certificated management employees. The Assistant Superintendent, Educational Services shall not be entitled to vacation days. Days worked in excess of two hundred twenty-four (224) are considered non-workdays. The Assistant Superintendent, Educational Services is not entitled to pay for non-workdays. To determine the Assistant Superintendent, Educational Services' daily rate of pay, the parties agree that the Assistant Superintendent, Educational Services' annual base salary shall be divided by two hundred and twenty-four (224) days. The Assistant Superintendent, Educational Services' work year for the 2023-2024 school year, will be prorated based on the effective date of this Agreement.

d. Life Insurance. The Assistant Superintendent, Educational Services will be enrolled in a guaranteed issued \$10,000 life insurance policy at the District's expense upon enrollment on the same terms and conditions and subject to same limitations as it is offered to MHELA members employed by the District. The employee shall name the beneficiary.

4. Expense and Transportation Reimbursement. The Assistant Superintendent, Educational Services shall be provided a one hundred dollars (\$100) per month expense

allowance to cover transportation costs and other expenses incurred by the Assistant Superintendent, Educational Services within the scope of employment with the District. This allowance includes reimbursement for transportation expenses for the operation of the Assistant Superintendent, Educational Services' own vehicle for District-related activities within Santa Clara County. No additional reimbursement will be given for travel within Santa Clara County. The Assistant Superintendent, Educational Services may be reimbursed above the monthly expense allowance for actual, necessary, and reasonable school-related travel and transportation costs for travel outside Santa Clara County. The Assistant Superintendent, Educational Services shall be responsible for obtaining and maintaining all insurance coverage for the operation of the Assistant Superintendent, Educational Services' own vehicle during District-related activities. Said insurance shall be primary and shall not be less than the amount specified by California law. The Assistant Superintendent, Educational Services knowingly and voluntarily waives the Assistant Superintendent, Educational Services' right to expense reimbursement as provided under Education Code section 44032 and other applicable provisions of law.

5. District Technology Devices. The District shall provide to the Assistant Superintendent, Educational Services, in the District's sole discretion, a District-owned laptop computer and a smart phone (each a "Technology Device") and shall pay all costs associated with the use and maintenance of all Technology Devices. The Assistant Superintendent, Educational Services shall use all Technology Devices in accordance with all the District policies and all legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies and law. The Assistant Superintendent, Educational Services may use the Technology Devices for personal use only in a manner consistent with those policies. The Assistant Superintendent, Educational Services agrees to sign all technology use agreements or other forms that are required of other District employees.

6. Physical Examination. The Assistant Superintendent, Educational Services agrees to have an annual physical examination as requested by the Superintendent, under circumstances and according to terms consistent with the Americans with Disabilities Act and other relevant law. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Assistant Superintendent, Educational Services' physical examination shall be filed with the Superintendent and President of the Board, and be treated as confidential

information by the District, in accordance with law. The Assistant Superintendent, Educational Services agrees to execute any necessary documents to effect the terms of this paragraph. If the Assistant Superintendent, Educational Services is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Assistant Superintendent, Educational Services to perform the essential functions of his/her position.

7. **Assistant Superintendent, Educational Services' Duties.** The Assistant Superintendent, Educational Services is hereby employed as District Assistant Superintendent, Educational Services and agrees to satisfactorily perform the duties of District Assistant Superintendent, Educational Services as prescribed by the laws of the State of California and the District's job description for the position of Assistant Superintendent, Educational Services, if any.

8. **Evaluation of Assistant Superintendent, Educational Services.**

a. **Annual Written Evaluation.** The Superintendent shall evaluate the Assistant Superintendent, Educational Services in writing each year of this Agreement. This evaluation shall be based on this Agreement, the duties of the position, the job description, if any, and progress made on the mutually agreed upon goals and objectives.

b. **Self-Evaluation.** To assist the Superintendent in the evaluation process, the Assistant Superintendent, Educational Services shall complete a self-evaluation.

c. **Timing/Process.** The Assistant Superintendent, Educational Services' evaluation shall be conducted by June 30th each year for the previous fiscal year.

d. **Evaluation Rating.** At the conclusion of each year's evaluation, the Superintendent shall state, in writing, whether or not the evaluation is "satisfactory" or "unsatisfactory". If the Superintendent determines that the Assistant Superintendent, Educational Services' evaluation is "unsatisfactory," the Assistant Superintendent, Educational Services' salary shall remain unchanged.

e. **Failure to Evaluate Non-Limiting.** The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Assistant Superintendent, Educational Services is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies, or other agreements. Any failure on the part of the Superintendent and

Board to meet the requirements or deadlines set forth in this Paragraph shall not release the Assistant Superintendent, Educational Services from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

9. Termination of Agreement.

a. Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the Superintendent and the Board and the Assistant Superintendent, Educational Services.

b. Resignation. The Assistant Superintendent, Educational Services may resign and terminate this Agreement only by providing the Superintendent and Board with at least sixty (60) calendar days advance written notice, unless the Parties agree otherwise.

c. Non-Renewal of Agreement by the District. The Board in consultation with the Superintendent may elect not to renew this Agreement upon its expiration by providing written notice to the Assistant Superintendent, Educational Services in accordance with Education Code section 35031 (currently forty-five (45) calendar days prior notice), or other applicable provisions of law. The Assistant Superintendent, Educational Services shall inform the Superintendent and Board President of this notice requirement at least ninety (90) calendar days in advance of expiration of this Agreement. The Assistant Superintendent, Educational Services' failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination. The Assistant Superintendent, Educational Services expressly waives the provisions contained in Education Code section 35031. Accordingly, notwithstanding anything to the contrary in Education Code section 35031 or other applicable provisions of law, the Parties agree that, if the Board fails to reelect or reemploy the Assistant Superintendent, Educational Services and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for one (1) additional fiscal year under the same terms and conditions as this Agreement that existed in the fiscal year immediately prior to the renewal.

d. Termination for Cause. The Board in consultation with the Superintendent may terminate the Assistant Superintendent, Educational Services for: (1) breach of this Agreement; (2) unsatisfactory performance after providing notice of performance concerns and a reasonable opportunity to improve; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Superintendent or Board; (4) misconduct or

dishonest behavior with regard to the Assistant Superintendent, Educational Services' employment; (5) conviction or a "nolo contendere" plea to a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (6) any act causing the suspension or revocation of any credential held by the Assistant Superintendent, Educational Services. Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Superintendent's and the Board's reasonable belief in the existence of good cause for termination. 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 cause exists, the Superintendent shall meet with the Assistant Superintendent, Educational Services and shall submit a written statement of the grounds for termination and copies of written documents the Superintendent reasonably believes supports the termination. If the Assistant Superintendent, Educational Services disputes the charges, the Assistant Superintendent, Educational Services shall then be entitled to a conference with the Superintendent. The Assistant Superintendent, Educational Services and the District shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent, Educational Services shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Assistant Superintendent, Educational Services believes are relevant to the charges. The conference with the Superintendent shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Superintendent and the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Assistant Superintendent, Educational Services with a written decision. The decision of the Board shall be final. An Assistant Superintendent, Educational Services' conference before the Board in closed session shall be deemed to satisfy the Assistant Superintendent, Educational Services' entitlement to due process of law and shall be the Assistant Superintendent, Educational Services' exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent, Educational Services waives any other rights that may be applicable to this termination for-cause proceeding with the understanding that completion of this hearing before the Board exhausts the Assistant Superintendent, Educational Services' administrative remedies and then authorizes the Assistant Superintendent, Educational Services to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board in consultation with the Superintendent may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Assistant Superintendent, Educational Services from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the Assistant Superintendent, Educational Services' base salary at the rate in effect during the Assistant Superintendent, Educational Services' last month of service. Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Assistant Superintendent, Educational Services' employment rights and entitlements with the District. The Assistant Superintendent, Educational Services shall execute a full release of claims against the District and its officers, agents, and employees as a condition of receipt of the severance payment; otherwise, no severance payment shall be required and termination shall be effective, nonetheless.

For purposes of this Agreement, the term "salary" shall include only the Assistant Superintendent, Educational Services' regular monthly base salary and shall not include the value of any other stipends, allowances, reimbursements, or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

In addition, in consideration for the exercise of this right to terminate this Agreement without cause, the Assistant Superintendent, Educational Services shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described herein in this Agreement for the remainder of the unexpired term of this Agreement, or a period of twelve (12) months, or until the Assistant Superintendent, Educational Services obtains other employment, whichever occurs first. The Parties agree that any damages to the Assistant Superintendent, Educational Services that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that

the payments made pursuant to this termination without cause provision fully compensates the Assistant Superintendent, Educational Services 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 Assistant Superintendent, Educational Services' 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.

f. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board and Superintendent believe, and subsequently confirm through an independent audit, that the Assistant Superintendent, Educational Services has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Assistant Superintendent, Educational Services solely upon written notice to the Assistant Superintendent, Educational Services and the Assistant Superintendent, Educational Services shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

g. Death. Death of the Assistant Superintendent, Educational Services terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Assistant Superintendent, Educational Services at the time of death, if any, shall be paid to the Assistant Superintendent, Educational Services' estate unless otherwise declared in writing by the Assistant Superintendent, Educational Services.

h. Disability of the Assistant Superintendent, Educational Services. If the District determines that the Assistant Superintendent, Educational Services is disabled and, following an interactive dialogue with the Assistant Superintendent, Educational Services, that the Assistant Superintendent, Educational Services is unable to perform the essential functions of the position, even with reasonable accommodations, this Agreement may be immediately terminated by the Board upon written notice to the Assistant Superintendent, Educational Services.

10. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Assistant Superintendent, Educational Services, any designated beneficiary, heirs, administrators, executors,

successors or assigns of the Assistant Superintendent, Educational Services. The Assistant Superintendent, Educational Services shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Assistant Superintendent, Educational Services as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance, except for an error in District reporting to the extent permitted by law.

11. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent, Educational Services receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent, Educational Services if the Assistant Superintendent, Educational Services is convicted of a crime involving an abuse of the Assistant Superintendent, Educational Services' office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent, Educational Services against charges involving abuse of office or position and the Assistant Superintendent, Educational Services is then convicted of such charges, the Assistant Superintendent, Educational Services shall fully reimburse the District all funds expended for the Assistant Superintendent, Educational Services' criminal defense.

12. Notification by Assistant Superintendent, Educational Services Prior to Seeking Other Employment. If the Assistant Superintendent, Educational Services is a finalist for employment outside of the District during the term of this Agreement, the Assistant Superintendent, Educational Services shall immediately notify the Superintendent in writing and, upon request, explain the Assistant Superintendent, Educational Services' reasons for having an interest in other employment.

13. Mediation. The Assistant Superintendent, Educational Services and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the Parties agree otherwise in writing. Both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If

the Parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the Parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the Parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign a written document to that effect.

14. General Provisions.

a. Governing Law/Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Clara County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. Notification of Absence. If the Assistant Superintendent, Educational Services plans on being absent from the District for a day, the Assistant Superintendent, Educational Services shall notify the Superintendent in advance.

d. No Assignment. The Assistant Superintendent, Educational Services may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

f. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Assistant Superintendent, Educational Services shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks, or similar documents.

g. Management Hours. The Parties recognize that the demands of the position will require Assistant Superintendent, Educational Services to average more than eight (8) hours a day and/or more than forty (40) hours per week. The Parties agree that Assistant Superintendent, Educational Services shall not be entitled to overtime compensation.

h. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

i. 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.

j. Independent Review. The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Assistant Superintendent, Educational Services and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice only of their own attorneys or other representatives, and that the terms of this Agreement have been completely explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

k. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

l. 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. A copy, facsimile, photographic copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose.

m. Savings Clause/Severability. 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.

n. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. Integration. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement

supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations, or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

p. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

q. Indemnity. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, the District shall defend and indemnify the Assistant Superintendent, Educational Services from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent, Educational Services in the Assistant Superintendent, Educational Services' individual or official capacity as an agent and employee of the District. Consistent with Government Code Section 825.2, if the District defends the Assistant Superintendent, Educational Services under a reservation of rights, the District reserves the right not to indemnify the Assistant Superintendent, Educational Services for the acts described in Section 825.2. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, and upon retirement or separation from the district, the Assistant Superintendent, Educational Services will continue to be indemnified for any actions taken against her related to their role as Assistant Superintendent, Educational Services.

r. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Governing Board as required by law.

Dated: _____, 2023

Dr. Iván Rosales Montes
President of the Board of Trustees

Dr. Carmen García
Superintendent

Diana Jiménez

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on August 1, 2023.