

**HAMILTON UNIFIED SCHOOL DISTRICT  
SPECIAL BOARD MEETING  
AGENDA  
Hamilton High School Library  
Wednesday, January 9, 2019**

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5:30 p.m.      Open Session.

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**1.0    OPENING BUSINESS:**

Call to order and roll call

\_\_\_\_\_ Gabriel Leal, President  
\_\_\_\_\_ Genaro Reyes

\_\_\_\_\_ Hubert "Wendall" Lower, Clerk  
\_\_\_\_\_ Ray Odom

\_\_\_\_\_ Rod Boone

**2.0    PUBLIC SESSION/FLAG SALUTE:**

**3.0    ADOPT THE AGENDA: (M)**

**4.0    DISCUSSION:**

1. Superintendent search.

**5.0    PUBLIC COMMENT:** Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.

**6.0    ACTION ITEMS:**

1. Superintendent Search/Recruitment Contract with Small School Districts Association (SSDA) (page 1).
2. Acceptance of Superintendent, Charles Tracy letter of resignation effective June 30, 2019 (page 2).

**7.0    ADJOURNMENT:**

## Agreement for Services

This Agreement is entered into by:  
Hamilton Unified School District (hereafter "*District*") and  
Small School Districts' Association (hereafter "*SSDA*")

### **SSDA agrees to:**

1. Assist *District* in the selection of a Superintendent including but not limited to; advertising, recruitment, background screening, interview process development and contract negotiations.
2. Provide mentor services for the Superintendent as needed during his/her first year.

### ***District* agrees to:**

1. Fully cooperate and assist *SSDA* in providing appropriate data for *District* with specific recruitment materials.
2. Hold *SSDA* and their assigned consultants and staff harmless, indemnify and defend *SSDA* from any and all liability arising from the Superintendent search and placement referred to herein unless such liability resulted from negligence or malfeasance by *SSDA*.

### **Consideration:**

In consideration for the above services, *District* agrees to pay *SSDA* as follows:

1. A total search/consulting fee of \$5,000.00.
2. Payments shall be paid in two installments. The first installment shall be \$2,500.00 to be paid within 30 days of signed contract. The final installment of \$2,500.00 shall be made within 30 days of completion of the Superintendent search process.
3. A charge of \$1,000 will be added in the event there is a need for an additional consultant for interviews.

### **Arbitration:**

In the event of a dispute between the parties regarding the terms or performance of this Agreement, the parties agree to decide this dispute through binding arbitration conducted under the rules of the American Arbitration Association with both parties bearing their own costs and attorney's fees.

### **Complete Agreement:**

The parties agree that this Agreement is the complete agreement between the parties superseding all prior written or oral agreements between the parties. The parties further agree that this Agreement can be altered or modified only through a writing signed and dated by both parties.

**Hamilton Unified School District**

**Small School Districts' Association**

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Gabriel Leal, President of the Board  
Hamilton Unified School District

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Debra Pearson, Executive Director  
SSDA

# Hamilton Unified School District

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Charles Tracy, Superintendent

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(530) 826-0440 (Fax)  
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January 4, 2019

Dear Members of the Governing Board of Hamilton Unified School District,

In December 2018, I provided you notice of my intent to retire as of June 30, 2019. Tonight, Wednesday, January 9, 2019, I would like to officially request that the Governing Board accept this letter as my formal resignation due to retirement as of June 30, 2019.

It has truly been my pleasure to serve the Board, School District, the community of Hamilton City and surrounding communities for the last eight years. Many milestones of achievement have been made throughout my tenure and many friendships gained that I will take into my retirement as cherished memories.

I wish to thank each of you, the staff and the community for the opportunity to serve as your District Superintendent.

Respectfully submitted,



Charles Tracy, District Superintendent  
Hamilton Unified School District



*The Hamilton Unified School District will provide a safe, rigorous, and engaging educational experience that promotes student academic success, respect, and citizenship in a caring environment.*