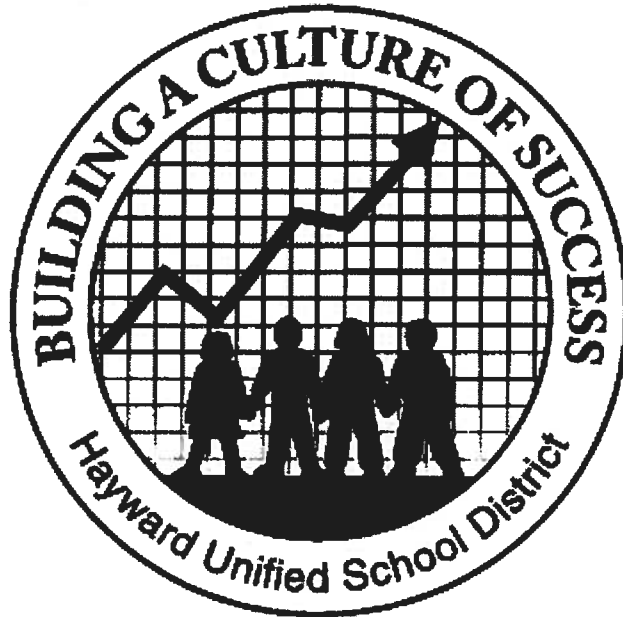


Hayward Unified School District



BOARD OF EDUCATION

SPECIAL MEETING

AGENDA

Ms. Lisa Brunner, President
Mr. William McGee, Vice President
Mr. Luis Reynoso, Clerk
Ms. Maribel Heredia, Member
Mr. Jesús Armas, Member

Janis Duran, Superintendent

July 1, 2011

Hayward Unified School District



BOARD OF EDUCATION
SPECIAL MEETING

Friday, July 1, 2011

H.U.S.D. Administration Building – Board Room
24411 Amador Street, Hayward

AGENDA

A. CALL TO ORDER:

1. Call to Order by the President of the Board _____ at 9:00 a.m.
2. Board Roll Call:
 - Ms. Lisa Brunner, *President*
 - Ms. Maribel Heredia, *Member*
 - Mr. William McGee, *Vice-President*
 - Mr. Jesús Armas, *Member*
 - Mr. Luis Reynoso, *Clerk*

Administration:

- Ms. Janis Duran, *Superintendent*

3. Pledge of Allegiance to the Flag
4. Approve Agenda

B. ITEMS FROM THE COMMUNITY

*This part of the meeting provides an opportunity for the public to address the Board of Education on items that are listed on the **Closed Session Agenda only**. Comments are welcome; however, the Board is prohibited by law from having a discussion with the speaker(s) during this segment of the meeting. Board members may respond briefly, refer an item to staff, or ask clarifying questions. Those wishing to speak must fill out and submit a "Request to Address the Board" card located on a table near the entrance to the meeting room. This card should be given to the recording secretary, along with any material to be shared with the Board. Your item will be taken under consideration and referred to appropriate staff, if necessary.*

Remarks

**Open Session
9:00 a.m.**

**Public Comments
9:05 a.m.**

C. CLOSED SESSION:

- **Personnel** (Government Code Section 54957)
 - Public Employee Appointment
 - Associate Superintendent
 - Discipline/Dismissal/Release
- **Public Employee Performance Evaluation: Superintendent**
(Government Code Sec. 54957)
- **Conference with Labor Negotiator** (Government Code 54957.6)
 - Agency Designated Representative: Superintendent
 - Name of organization representing employees: HEA, AEOTE, SEIU 1021
- **Conference with Legal Counsel – Anticipated Litigation**
Government Code Section 54956.9 (c)
- **Conference with Legal Counsel – Existing Litigation**
Government Code Section 54956.9

Closed Session

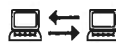
D. ACTION/DISCUSSION ITEM

1. Approve Contract for Associate Superintendent of Educational Services
(Human Resources)

___ Move ___ Second ___ Act

**Action/Discussion
Item**

E. ADJOURNMENT:

 This agenda is available on the Internet www.husd.k12.ca.us



Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested persons must request accommodations at least 48 hours in advance of the meeting by contacting the Superintendent's Office at (510) 784-2640

Special Board Meeting Date: 07/01/11

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Superintendent’s Office
SUBMITTED BY: Janis Duran, Superintendent
SUBJECT: Approve Contract for Associate Superintendent of Educational Services Commencing July 1, 2011 and Terminating June 30, 2013
GOAL: #2: Foster District and School Leadership
Outcome : #2: Increase staff development and retention of staff

PURPOSE OF PRESENTATION

Presentation of the contract for the Associate Superintendent of Educational Services.

HISTORY/BACKGROUND

On June 22, 2011 the Board of Education appointed Francisca Sanchez to the position of Associate Superintendent of Educational Services. The contract will commence on July 1, 2011 and terminate on June 30, 2013.

IMPLEMENTATION

The approval of the contract for the appointment of Francisca Sanchez to the position of Associate Superintendent of Educational Services would commence on July 1, 2011 and terminate on June 30, 2013.

RECOMMENDATION

Approve the contract for the Associate Superintendent of Educational Services commencing July 1, 2011 and terminating June 30, 2013.

Fund: General Fund
 Program: _____
 Amount: \$183,272.00
 Budgeted X Yes No
 Restricted: Yes No

Employment Contract

Between the

**Hayward Unified School District and
the Associate Superintendent of Educational Services**

**Agreement for Services
Francisca Sanchez, Associate Superintendent of Educational Services**

Commencing July 1, 2011 and terminating June 30, 2013

This Agreement is made effective as of July 1, 2011 by and between the BOARD OF TRUSTEES OF THE HAYWARD UNIFIED SCHOOL DISTRICT, hereinafter referred to as the DISTRICT and FRANCISCA SANCHEZ, hereinafter referred to as the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES.

Whereas, the DISTRICT desires to provide the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES with a written employment contract in order to enhance administrative stability and continuity within the DISTRICT, and improve the quality of its overall educational program; and

WHEREAS, the DISTRICT and the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES believe that a written employment contract is necessary to describe specifically their relationship, and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the DISTRICT;

NOW THEREFORE, the DISTRICT and the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES, for consideration herein, specified, agree as follows:

1. TERM OF AGREEMENT

The DISTRICT, in consideration of the promises herein contained, hereby provides this contract for employment as ASSOCIATE SUPERINTENDENT EDUCATIONAL SERVICES for twelve (12) months commencing on July 1, 2011 and terminating on June 30, 2012 unless earlier terminated in accordance with this Agreement; or extended with the mutual consent of the DISTRICT and the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES. The terms of this contract will rollover one contractual year upon a mutually agreed upon satisfactory evaluation completed on or before February 15, 2012, on the conditions set forth in Paragraph 10 below.

2. DUTIES AND RESPONSIBILITIES

The ASSOCIATE SUPERINTENDENT is employed as a Senior Management Employee and shall perform the duties of the DISTRICT ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES as prescribed by the laws of the State of California and the District's job description for the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES. The Superintendent and the Board may modify any job description from time to time.

3. COMPENSATION

a. Salary

The initial salary of the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES shall be \$182,722.00 (219) days plus the yearly stipend (\$ 550.00) for an earned Masters of Arts Degree. Any change in work year shall be compensated at the per diem rate of pay. The annual salary increase shall not be less than the highest percentage increase granted to other employee bargaining units of the District. The Board shall consider any other additional adjustments annually.

Salary shall be paid to the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES in twelve (12) equal installments.

b. Sick Leave

The ASSOCIATE Superintendent of EDUCATIONAL Services will be credited with tw (2) sick leave days per month during the term of the contract.

4. PROFESSIONAL DUES

The District shall pay on behalf of the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES the membership fee for the Association of California School Administrators (ACSA).

5. WORK YEAR

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES shall render a work year of 224 days. The work year shall be **219** days for the 2011-2012 school year which includes five (5) furlough days. Subsequent years shall revert to 224 work days if no other bargaining units have agreed to furlough days in such subsequent years. Otherwise, the work year will reflect the same number of furlough days applied to other classified/certificated management employees. The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES shall be entitled to such leaves of absence and holidays offered other 12 month employees.

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES shall earn **22 days** of vacation annually, accrued monthly. No more than a total of **40 days** of vacation may be accumulated. Sick leave may be accrued from year-to-year without penalty.

6. AUTOMOBILE

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES shall receive the highest mileage stipend offered to other management employees of the District, which may be changed from time to time by the Board of Trustees.

7. BENEFITS UPON RETIREMENT

Upon retirement from PERS/STRS or separation, the District shall provide Employee with the opportunity to purchase, at her sole expense, medical and dental insurance plans available through the District's health and welfare benefit plan.

8. OUTSIDE PROFESSIONAL ACTIVITIES

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES may serve as a consultant to other districts or educational agencies and may lecture, engage in writing activities or speaking engagements, which are of a short-term duration. Any such activity which requires the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES to be absent from the DISTRICT shall be approved by the SUPERINTENDENT in advance. The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES may, with the approval of the SUPERINTENDENT, continue to draw a salary while engaged in the aforementioned outside activity. In such cases, any honoraria or compensation paid to the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES in connection with these activities shall be paid to the DISTRICT.

If the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES chooses to use vacation leave to perform outside activities, she may retain any honoraria paid. The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES agrees that she will not utilize DISTRICT staff or property in performing these outside activities without prior written approval by the SUPERINTENDENT. In no case will the DISTRICT be responsible for any expenses attendant to the performance of such outside activities unless prior approval of the SUPERINTENDENT is obtained.

9. PROFESSIONAL MEETINGS AND ACTIVITIES

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES is expected to attend appropriate professional meetings at the local, county, and state levels. Additionally, the ASSOCIATE SUPERINTENDENT OF

EDUCATIONAL SERVICES shall participate in personal professional growth training opportunities related to the successful operation of the District and growth as a School District EDUCATIONAL Official expert. She shall be reimbursed by the DISTRICT for actual and necessary expenses related to attendance at professional meetings or for professional growth activities in accordance with BOARD policy.

10. EVALUATION

The ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES and the Superintendent shall mutually develop a Performance Standards evaluation form which states the major roles, responsibilities, annual goals, adherent standards and expectations to be met by the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES. During the 2011-2012 school year, one mid-term evaluation is to be completed by February 15th within the 2011-2012 school year. If the Superintendent issues the ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES a Board approved satisfactory overall evaluation rating by February 15th of the 2011-2012 school year this Agreement will be extended for one additional year. Thereafter, in subsequent years, evaluations will be conducted annually by the Superintendent by May 1st.

If the Superintendent issues a Board approved "needs improvement" overall evaluation by February 15th of the 2011-2012 school year, the contract may be extended to the 2012-2013 year, but will include an extension of the mandatory February 15th evaluation and terms.

If the Superintendent issues a Board approved "unsatisfactory" overall evaluation, the unsatisfactory evaluation shall be deemed to be the notice required under Education Code Section 35031, and this Agreement shall terminate effective on the June 30 immediately following the evaluation.

11. CHANGES IN AGREEMENT

This Agreement may be changed or terminated by the mutual consent of the parties herein in the manner provided for in Education Code Section 35031.

12. LEGAL DEFENSE

The District shall indemnify and defend the ASSOCIATE Superintendent of EDUCATIONAL Services against any civil actions arising out of or in the course of the performance of her duties as ASSOCIATE Superintendent of EDUCATIONAL Services to the full extent required or allowed by law and pursuant to the contract with the District's insurer. The District shall continue to indemnify and defend the ASSOCIATE

Superintendent against any civil actions filed against her following expiration or termination of her employment or this Agreement.

13. BINDING EFFECT

This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs and assigns.

14. INTERPRETATION

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

15. GOVERNING LAW AND VENUE

This Agreement is entered into, and shall be construed and interpreted in accordance with the laws of the State of California and the United States. Venue shall be with the appropriate state or federal court located in Alameda County or in the Northern District of California, respectively.

16. SEVERABILITY

If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

17. GENERAL PROVISIONS

This AGREEMENT is subject to:

1. All applicable laws of the State of California
2. To the rules and regulations of the State Board of Education
3. To the rules and regulations of the DISTRICT

Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of the AGREEMENT, as fully set forth herein.

If during the 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 ruling shall remain in force.

The AGREEMENT constitutes the full and complete understanding between the parties herein, and its terms can be changed or modified only in writing, signed by all parties of the successors in interest to the AGREEMENT.

IN WITNESS HEREOF, we affix our signatures to this AGREEMENT on June 30, 2011 in Hayward, California.

BY: _____
Ms. Lisa Brunner
Board President

BY: _____
Ms. Janis Duran
Superintendent

I hereby accept this offer of employment and agreement to comply with the conditions hereof, and to fulfill all of the duties of employment as ASSOCIATE SUPERINTENDENT OF EDUCATIONAL SERVICES TO THE HAYWARD UNIFIED SCHOOL DISTRICT.

Date:

Francisca Sanchez