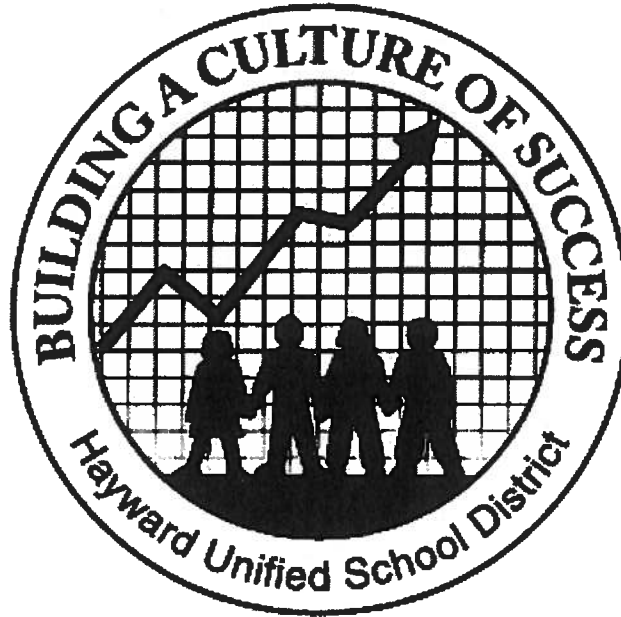


Hayward Unified School District



BOARD OF EDUCATION

AGENDA

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

Ms. Janis Duran, Superintendent

October 12, 2011

Hayward Unified School District



BOARD OF EDUCATION
Regular Meeting – Wednesday, October 12, 2011
2nd Floor, Hayward City Hall
777 B Street, Hayward, CA 94541

Closed Session: 4:30 p.m. – Rm. 4A
Open Session: 6:30 p.m. – Council Chamber

AGENDA

A. CALL TO ORDER

1. Call to Order by the President of the Board ____ at 4:30 p.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*

Student Board Members:

- ☐ Salina Cruz, *Brenkwitz High School*
☐ Justin Sosa, *Hayward High School*
☐ Dayana Morales, *Mt. Eden High School*
☐ Mariel Elen, *Tennyson High School*

Administration:

- ☐ , *Superintendent*

(Immediately adjourn to Closed Session at 5:05 p.m.)

3. **ADJOURN TO CLOSED SESSION** (Closed Session Room 4A) to discuss:

- **Personnel** (Government Code Section 54957)
 - Public Employee Appointment
 - Superintendent
 - Discipline/Dismissal/Release
- **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 (b) (3) (C)
- **Conference with Legal Counsel** – Existing Litigation
 - Government Code Section 54956.9
- **Consideration of Student Expulsion** (Ed. Code Sec. 48918[c])
- **Consideration of Student Admission** (Ed. Code Sec. 48915.1)

Remarks
OPEN SESSION
4:30 p.m.

CLOSED SESSION
4:35 p.m.

REMARKS

(Reconvene in Open Session at 6:30 p.m.)

4.
 - a) Pledge of Allegiance to the Flag by _____.
 - b) Report Actions Taken by the Board of Education in Closed Session
 - c) Collect "Request to Address the Board of Education" cards
 - d) Announcement of Interpretation Service for Audience
 - e) Approve Agenda

OPEN SESSION
6:30 p.m.

B. SPECIAL FEATURE/STUDENT RECOGNITION

Year Round Schools Perfect 600 CST Scores

C. COMMENTS BY THE STUDENT BOARD MEMBERS**D. 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 not listed on the Agenda. 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.

E. COMENTS BY THE BOARD MEMBERS**F. COMMENTS BY THE SUPERINTENDENT****G. CONSENT AGENDA** Move 2nd Act**Consent Agenda**

1. Approve personnel appointments, retirements, changes of status, waivers, leaves of absence, and terminations. (Human Resources)
2. Approve the following warrants from September 8, 2011 through September 21, 2011 (Business Services)

Payroll – Direct Deposit	\$242,674.68
Payroll Warrants (10028469-10028483)	7,766.19
General Fund (total Non-Payroll) (50032168-50032430)	2,154,055.92
Adult Education Fund	92,201.49
Food Services Fund	187,238.96
Child Development Fund	63.19
Deferred Maintenance Fund	56,032.14
Special Reserve Fund for Capital Outlay Projects	8,209.31
Building Fund 2008 Measure I Bond	7,150,726.46
School Facilities/Proposition 1A	7,458.00
TOTAL EXPENDITURES:	\$9,906,426.34

REMARKS

3. Approve the following overnight study trips, in accordance with Board Policy 6153 (Educational Services)
 - a) Mt. Eden: **December 15-17, 2011**: Twelve 9-12th grade students will participate in a basketball tournament in Modesto, California.
 - b) Mt. Eden: **December 18-22, 2011**: Thirteen 9-12th grade students will participate in a basketball tournament in Las Vegas, Nevada.
4. Approve Memorandum of Understanding with Project EAT (Educational Services)
5. Approve Memorandum of Understanding with Thornhill and Adult School (Educational Services)
6. Adopt the minutes of the regular Board Meeting of July 20, 2011 and the Special Board Meeting of July 22, 2011 (Office of the Superintendent)

H. ACTION/DISCUSSION ITEMS**Action/Discussion
Items**

1. Approval of the Superintendent's Action Plan for Hayward Unified School District's Board Adopted District Goals 2011-2012 (Office of the Superintendent)

___ Move ___ 2nd ___ Act
2. Update on the African American Student Achievement Convening (Educational Services)

___ Information
3. Approve Second Phase Asset Management Study – Part I (Business Services)

___ Move ___ 2nd ___ Act
4. Approve Consultants for Second Phase Asset Management Study Part II (Business Services)

___ Move ___ 2nd ___ Act
5. Approve the Restructuring of Business Services and Educational Services (Office of the Superintendent)

___ Move ___ 2nd ___ Act

REMARKS**6. Sufficiency of Instructional Materials 2011-12 (Educational Services)**

- a) Conduct Public Hearing
- b) Adopt Resolution #1112-10

___ **Move** ___ **2nd** ___ **Act**

7. Conduct 1st Reading of BP/AR 5126 *Awards of Achievement* (Educational Services)

___ **Information**

8. Conduct 1st Reading of BP/AR 5117 *Attendance Policy* (Educational Services)

___ **Information**

9. Attendance Plan Initiative (Educational Services)

___ **Information**

10. Approve Attendance Initiative Contract with School Innovations & Advocacy (Business Services)

___ **Move** ___ **2nd** ___ **Act**

11. Legal Counsel Support Services (Business Services)

___ **Information**

12. Approve Hiring of Occupational Therapist Position and Second Reading of Job Description (Human Resources)

___ **Move** ___ **2nd** ___ **Act**

13. Approve the following consultant contracts (Educational Services/Human Resources)

___ **Move** ___ **2nd** ___ **Act**

Vendor	Purpose	Div/Program	Amount
a) Reading Magic – Reading Intervention Service -Sharon Zinke	Provide strategic and targeted reading intervention, progress monitoring and staff development to assist in improving student reading skills for Lorin Eden	Educational Services	\$18,000 – EIA Funds

REMARKS

b)	La Familia Family Resource Center	Provide case management and referrals to community services for students and families of students. Organize school community workshops, and meetings for Lorin Eden	Educational Services	\$5,600 – EIA Funds
c)	Help Everyone Reach One HERO, Inc.	Provide structured & interactive physical activities throughout the school day in weekly student workshops & organized recess play. Develop student leadership, & character education. Monthly drama & dance training for students & staff at Lorin Eden.	Educational Services	\$23,528 – EIA Funds
d)	Fagen, Friedman and Fulfroost	To provide services to assist with the current EEOC case and miscellaneous issues	Human Resources	\$15,000.00

14. Appointment or Reappointment of Personnel Commissioner (Human Resources)

___ **Information**

15. Accept Donation Report (Clerk)

___ **Move** ___ **2nd** ___ **Act**

I. BOARD CORRESPONDENCE REPORT

J. RETURN TO PUBLIC COMMENTS

K. FUTURE MEETING DATES

Special Meeting: **Tuesday, October 18, 2011**
 Topic: Joint Meeting of Board and Personnel Commission
 Location: Hayward Unified School District – Board Room
 24411 Amador Street, Hayward, CA
 5:30 p.m. (**OPEN SESSION**)

Regular Meeting: **Wednesday, October 26, 2011**
 Location: Council Chambers, 2nd Floor (Hayward City Hall)
 777 B Street, Hayward, CA
 5:00 p.m. (**CLOSED SESSION**)
 6:30 p.m. (**OPEN SESSION**)

**Board
Correspondence
Return to Public
Comments
Future Meeting
Dates**

REMARKS

Special Meeting: **Wednesday, November 2, 2011**
 Topic: Board Governance
 Location: Hayward Unified School District – Board Room
 24411 Amador Street, Hayward, CA
 9:00 a.m. – 3:00 p.m. (**OPEN SESSION**)


Regular Meeting: **Wednesday, November 16, 2011**
 Location: Council Chambers, 2nd Floor (Hayward City Hall)
 777 B Street, Hayward, CA
 5:00 p.m. (**CLOSED SESSION**)
 6:30 p.m. (**OPEN SESSION**)

Regular Meeting: **Wednesday, December 7, 2011**
 Location: Council Chambers, 2nd Floor (Hayward City Hall)
 777 B Street, Hayward, CA
 5:00 p.m. (**CLOSED SESSION**)
 6:30 p.m. (**OPEN SESSION**)

L. RETURNING AGENDA ITEMS

**Returning Agenda
Items**

M. 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

Most Frequently Used Hayward USD Acronyms

ADA	Average Daily Attendance
ALD	Academic Language Development
API	Academic Performance Index
AYP	Adequate Yearly Progress
CAHSEE	California High School Exit Examination
CBEDS	California Basic Educational Data System
CELDT	California English Language Development Test
CST	California Standards Tests
CWA	Child Welfare and Attendance
EIA	Economic Impact Aid
ELA	English Language Arts
ELD	English Language Development
FAPE	Free and Appropriate Education
FEP	Fluent-English-Proficient
FTE	Full Time Equivalent
IDSG	Intentional Data Study Groups
IEP	Individualized Education Program
LEA	Local Education Agency
LEP	Limited English Proficient (English Language Learner)
LRE	Least Restrictive Environment
MAC-SELPA	Mid-Alameda County Special Education Local Plan Area
MOU	Memorandum of Understanding
NCLB	No Child Left Behind Act of 2001
NPA	Nonpublic Agency
NPS	Nonpublic School
OARS	Online Assessment Reporting System
OCR	Office for Civil Rights
PERB	Public Employment Relations Board
PI	Program Improvement
PLAS	Persistently Low Achieving Schools
ROC/ROP	Regional Occupational Center/Regional Occupational Program
RSP	Resource Specialist Program
SARB	Student Attendance Review Board
SARC	School Accountability Report Card
SH	Safe Harbor
SIG	School Improvement Grant
SIP	School Improvement Program
SPSA	Site Plan for Student Achievement
SRO	School Resource Officer
SSC	School Site Council
SST	Student Study Team
STAR	Standardized Testing and Reporting Program
TOSA	Teacher on Special Assignment
YEP	Youth Enrichment Program
YRE	Year-Round Education

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Human Resources**

SUBMITTED BY: **Donna Becnel**
 Assistant Superintendent

SUBJECT: **APPOINTMENTS, CHANGES OF STATUS, WAIVERS,**
 RETIREMENTS, LEAVES OF ABSENCE AND
 TERMINATIONS

BOARD GOAL: **N/A**

PURPOSE OF PRESENTATION

Approval of personnel appointments, changes of status, waivers, retirements, leaves of absence and terminations.

RECOMMENDATION

Recommend approval of these appointments, changes of status, waivers, retirements, leaves of absence, and terminations.

A. CERTIFICATED PERSONNEL**1. Approve Appointments, Changes of Status, Leaves of Absence and Terminations.****APPOINTMENTS:****TEMPORARY:** (Replacement for employee on leave)

(* holds preliminary or professional clear credential)

(** holds intern credential – NCLB compliant)

<u>Name</u>	<u>Position#</u>	<u>Position/Site</u>
* Chang, Chiung-Wen (Michelle)	900084	Music/East Ave./Park/Bowman
* Guertin, Jeffrey	892136	Science/Brenkwitz
* Guzman, Janelle	520700	2 nd /Treeview
* Henderson, Carlena	900083	Music/Fairview
* Oberg, Holly	511271	Nurse/SIAC
* Orfanos, Maria	101124	English/Hayward
* Pearson, Bruce	520433	3 rd /4 th /Ruus
* Rowe, Makilia	892313	Science/Bret Harte
* Ulrich, Jonathan	340013	Music/Chavez

LEAVES OF ABSENCE:

<u>Name</u>	<u>Position#</u>	<u>Position/Site</u>	<u>Effective Date</u>	<u>Percent</u>	<u>Reason</u>
Condit-Gordon, Seana	892230	TSA/Ochoa	9/7/11-9/28/11	100%	Surgery
Kim, Ryun	890051	K/Burbank	9/21/11-11/30/11	100%	Extended Health
Le Beaux, Taynesha	520723	6 th /Treeview	9/30/11-12/22/11	100%	Health Related
McComb, Veronica	520659	3 rd /Bowman	10/10/11-2/1/12	100%	Maternity
Peugnet, Sonia	520658	1 st /2 nd /Burbank	10/10/11-10/12/11	100%	Maternity
Zanipatin, Zarina	180012	Principal/Schafer Park	9/8/11-12/2/11	100%	Childcare

RESIGNATIONS:

<u>Name</u>	<u>Position#</u>	<u>Position/Site</u>	<u>Effective Date</u>	<u>Reason</u>
Anaman-Ikyurav, Trunice	110002	Director-Child Dev./Helen Turner	10/31/11	Commute
Conterno, Francesca	530075	Preschool Teacher/Bowman	10/10/11	Personal Reasons
Steinberg, Dylan	630002	Arts/Hayward	06/30/11	Another position

WAIVERS:

Education Code No. 44256(b) allows, by resolution of the governing board, the holder of a Multiple Subject or Standard Elementary teaching credential to teach, with his or her consent, any subject in departmentalized classes below grade 9 if the teacher has completed 12 semester units, or 6 upper division or graduate semester units, in the subject taught. Approve the following teachers to teach out of their authorized credential area for the 2011-2012 school year:

<u>Name</u>	<u>Position/Site</u>	<u>Percent</u>
Brookens, Benjamin	PE/Harder	100%
Stroud, Michael	PE/Eldridge	100%

Education Code No. 44263 allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed 18 semester hours of course work, or 9 upper division or graduate semester hours of coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the four areas of a diversified major. Approve the following teachers to teach out of their authorized area for the 2011-2012 school year:

<u>Name</u>	<u>Position/Site</u>	<u>Percent</u>
Jones-Martinez, Jennifer	Spanish/Hayward	100%

B. CLASSIFIED PERSONNEL**1. Approve Appointments, Changes of Status, Leaves of Absence and Terminations.****APPOINTMENTS:****PROBATIONARY:**

<u>Name</u>	<u>Position #</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Castro, Sylvia	511768	Translator/Sup't. Office	09/19/2011	18A/\$24.26	Replacement
Martinez, Bennerita	111176	Crossing Guard/Eldridge	09/09/2011	1A/\$14.92	New Position
Ortiz, Denise	240078	Credentials Tech/HR	09/19/2011	18A/\$24.26	Replacement
Villalobos, Linda	280040	School Office Manager/Chavez Middle School	09/08/2011	23A/\$22.51	Replacement

SUBSTITUTES:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Bhasin, Rajleen	800000	Attendance Clerk/Various	09/06/2011	\$15.75	As Needed
Biven, Shannon	610202	YEP Leader/Various	08/22/2011	\$16.29	As Needed
Castro, Yesenia	800000	Office Specialist/Ed. Services	09/01/2011	\$16.35	As Needed
Convocar, Sheila	610200	Para SE/Glassbrook	08/23/2011	\$14.44	As Needed
Convocar, Sheila	610202	YEP Leader/Various	09/06/2011	\$12.13	As Needed
Cruz, Clarisse	800000	Attendance Clerk/Various	09/06/2011	\$15.75	As Needed
Cruz, Clarisse	800000	Secretary/Various	09/01/2011	\$16.15	As Needed
Cao, Gary	800200	Campus Supervisor/Various	09/06/2011	\$16.93	As Needed
Comier, Lona	800000	Office Specialist/Business	08/04/2011	\$16.55	As Needed
Harper, Jason	610202	YEP Leader/Various	09/06/2011	\$12.13	As Needed
Hartford, Norma	610202	YEP Leader/Various	08/22/2011	\$16.29	As Needed
Jackson, Larry	800250	Facility Control Operator/M&O	08/09/2011	\$16.56	As Needed
Lewakowski, Malgorzata	610202	YEP Leader/Various	08/22/2011	\$16.29	As Needed
Martinho, Sarah	800000	Office Specialist/HR	09/07/2011	\$16.55	As Needed
Martinho, Sarah	800000	Attendance Clerk/Various	09/06/2011	\$15.75	As Needed
Martinho, Sarah	800000	Office Specialist/Student Srvc.	08/22/2011	\$16.55	As Needed
McGowen, Keith	800200	Campus Supervisor/Various	09/06/2011	\$16.93	As Needed
Rangel, Juan	800125	Groundskeeper/M&O	09/01/2011	\$17.33	As Needed
Schlacter, Corrine	610202	YEP Leader/Various	09/06/2011	\$12.13	As Needed
Schreier, Melisa	610202	YEP Leader/Various	08/22/2011	\$16.29	As Needed
Thompson, Ron	800200	Campus Supervisor/Various	09/06/2011	\$16.93	As Needed

EXEMPT POSITIONS:**NOON SUPERVISORS:**

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Glover, Amanda	620032	Noon Supervisor/Stonebrae	08/29/2011	\$9.00	As Needed
Hernandez, Maria	620000	Noon Supervisor/Bowman	07/20/2011	\$9.00	As Needed
Hanvey, Robin	620032	Noon Supervisor/Stonebrae	08/29/2011	\$9.00	As Needed
Landeros, Ofelia	620008	Noon Supervisor/Glassbrook	08/25/2011	\$9.00	As Needed
Smith, Frankie	620032	Noon Supervisor/Stonebrae	09/07/2011	\$9.00	As Needed
Zepeda, Martha	620017	Noon Supervisor/Schafer Park	09/01/2011	\$9.00	As Needed

STUDENT WORKERS:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Montes, Christine	610500	Student Worker/Burbank	08/22/2011	\$8.00	SIG Grant-Tutor

MISCELLANEOUS:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Aguilar, Maria	610310	Child Care Wrkr/Schafer Park	09/14/2011	\$10.00	As Needed
Chavez, Araceli	610310	Child Care Wrkr/Sunset Adult	09/19/2011	\$10.00	As Needed
Figueroa, Trinidad	610310	Child Care Wrkr/Sunset Adult	09/19/2011	\$10.00	As Needed
Goff, Margaret	101101	Tester/Cherryland	08/22/2011	\$12.26	As Needed
Magallon de Ose, Margarita	610310	Child Care Wrkr/Burbank	08/22/2011	\$10.00	As Needed
Nkenke, Nwaka	101103	Tutor/YEP	08/22/2011	\$10.00	As Needed
Ortiz, Maria	610310	Child Care Wrkr/Sunset Adult	09/19/2011	\$10.00	As Needed
Pulido, Gloria	101103	Tutor/YEP	08/22/2011	\$10.00	As Needed

CHANGES OF STATUS**DECREASE IN HOURS**

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Aguirre, Enarosa	511624	YEP Leader /East Ave. From 30 to 19 hours/week	08/29/2011	6E/\$18.98	Voluntary Reduction
Carlson, Jocelyn	260037	Para SE/Mt. Eden From 5.5 to 5 hours/day	09/19/2011	13D/\$20.89	Voluntary Reduction
Kapoor, Suman	290210	Child Nut. Assist/Mt. Eden From 6 to 3 hours/day	08/23/2011	2E/\$18.82	Voluntary Reduction
Lax, Angel	260446	YEP Leader /Tyrrell From 30 to 19 hours/week	08/29/2011	6E/\$18.98	Voluntary Reduction

INCREASE IN HOURS:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Alvarado, Sonia	892498	Para-SE/Tennyson From 5.5 to 6.5 hours/day	08/22/2011	13E/\$21.73	Due to Increase of Instructional Class time
Bonilla, Jonathon	111196	Para-SE/Glassbrook From 5.5 to 6.1 hours/day	08/22/2011	13A/\$18.60	Due to Increase of Instructional Class time
Bartolome, Corazon	260099	Para-SH/Southgate From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Carlson, Jocelyn	892409	Para-SE/Mt. Eden From 5.5 to 6.5 hours/day	09/19/2011	13D/\$20.89	Due to Increase of Instructional Class time
Convocar, Carolina	892364	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21E/\$25.54	Due to Increase of Instructional Class time
DeLeon, Catalina	100092	Child Development Assist/Helen Turner From 3.5 to 7 hours/day	08/19/2011	11E/\$20.89	Permanent Increase of Hours
De Santiago-Martinez, Zoila	200001	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21B/\$22.61	Due to Increase of Instructional Class time
Durate, Tammy	260056	Para-SH/Harder From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Herrera, Lydia	111253	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21E/\$25.54	Due to Increase of Instructional Class time
Hartford, Norma	510945	Para-SH/Stonebrae From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time

Hooker, Anthony	260343	Para SH/Harder From 5 to 6.1 hours/day	08/22/2011	17B/\$20.89	Due to Increase of Instructional Class time
Latchman, Manjula	782008	Para-SH/Stonebrae From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Myers, Shawna	511868	Para-SH/Stonebrae From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Marquez, Jessica	260140	Para-SH/Southgate From 5 to 6.1 hours/day	08/22/2011	17C/\$21.73	Due to Increase of Instructional Class time
Olivares, Felicia	892410	Para-SE/Mt. Eden From 5.5 to 6.1 hours/day	08/22/2011	13E/\$21.73	Due to Increase of Instructional Class time
Oberg, Holly	200002	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21B/\$22.61	Due to Increase of Instructional Class time
Parras, Carla	200000	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21A/\$21.73	Due to Increase of Instructional Class time
Ramirez, Dannelle	111254	Para SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21E/\$25.54	Extra Hour During Transition into RSP
Silva-Rodriguez, Yvonne	260553	CDA/Burbank Preschool From 6.5 to 7 hours/day	08/19/2011	11E/\$20.89	Permanent Increase of Hours
Simms, Jennifer	510823	Para-SH/Southgate From 5 to 6.1 hours/day	08/22/2011	17B/\$20.89	Due to Increase of Instructional Class time
Sanchez, Adriana	260344	Para-SH/Harder From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Tyson, Mary	260094	Para-SH/Southgate From 5 to 6.1 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Thayne, Elizabeth	782006	Para-SH/Tennyson From 5.5 to 6.5 hours/day	08/22/2011	17E/\$23.54	Due to Increase of Instructional Class time
Vazquez, Oscar	892563	Para-SH-HC/Sp. Ed. From 6 to 6.5 hours/day	08/22/2011	21E/\$25.54	Due to Increase of Instructional Class time
Vierra, Jo	511928	Para-SH/Southgate From 5 to 6.1 hours/day	08/22/2011	17B/\$20.89	Due to Increase of Instructional Class time

LOCATION CHANGE:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Curcuchia, Minyon	260436	YEP Leader/From Stonebrae to Park	08/29/2011	6A/\$16.29	Admin Transfer
Govind, Uma	260057	Para SH/From Hayward High to Lorin Eden	09/12/2011	13E/\$21.73	Admin Transfer
Givens, Annette	111242	Para SH/From Laurel to Eldridge	08/22/2011	17E/\$23.54	Admin Transfer
Pettaway, Dominique	111165	YEP Leader/From Ruus to Southgate	09/01/2011	6C/\$17.57	Admin Transfer
Souza, Rebecca	260192	Para SH/From Ochoa to Mt. Eden	08/22/2011	17E/\$23.54	Admin Transfer
Wilson, Darnell	111193	YEP Leader/ From Schafer Park to Strobridge	08/29/2011	6E/\$18.98	Admin Transfer

RECALL FROM LAYOFF:

<u>Name</u>	<u>Position #</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Carr, Rhonda	510835	Para SH/Southgate	08/22/2011	17E/\$23.57	Recall from Medical Layoff
Cramer, Stacy	111249	Child Development Assist/Helen Turner	08/23/2011	11E/\$20.89	Recall from Layoff

LEAVES OF ABSENCE:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Johnson, Donna	280033	Office Manager/Park	10/10/2011	21E/\$26.86	Personal
Scardino, Luba	420001	Publication Assistant/D.O.	08/29/2011	12E/\$25.32	Medical

TERMINATIONS:

FAILED PROBATION:

<u>Employee Number</u>	<u>Position#</u>	<u>Effective Date</u>
14326	280033	08/25/2011

RESIGNATIONS:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Chalabi, Awa	782041	YEP Leader/Palma Ceia	09/23/2011	6C/\$17.57	Personal
Iverson, Aileen	250007	Sr. Exec. Assist/Business	09/30/2011	54A/\$27.43	Personal
Oberg, Holly	200002	Para SH-HC/Special Ed.	09/23/2011	21B/\$22.61	Accepted other employment within HUSD
Rodriguez, Sally	892569	Child Nutrition Assist./Hayward High	09/07/2011	2A/\$16.17	Personal

RETIREMENT:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Phelps, Chandra	511871	Para-SE/Bret Harte	09/30/2011	13E/\$21.73	Retirement

Agenda Item No.: G.2.
Page: 1 of 39
Board Meeting Date: 10/12/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: WARRANTS

BOARD GOAL: #4: Consistently maintain a fiscally solvent and Positively Certified District

PURPOSE OF PRESENTATION:

Bill warrants in the amount of \$9,906,426.64 for the period September 8, 2011 through September 21, 2011 have been reviewed and are ready for Board approval.

HISTORY/BACKGROUND:

The warrants are for classroom supplies, textbooks, utilities, etc. Gaps in warrant numbers were either test warrants, or warrants that were mangled or voided.

IMPLEMENTATION:

Payroll – Direct Deposit	242,674.68
Payroll – Warrants	7,766.19
General Fund - Total Non-Payroll	2,154,055.92
Adult Education Fund	92,201.49
Food Services Fund	187,238.96
Child Development Fund	63.19
Deferred Maintenance Fund	56,032.14
Special Reserve Fund for Capital Outlay Projects	8,209.31
Building Fund 2008 Measure I Bond	7,150,726.46
School Facilities/Proposition 1A	7,458.00
TOTAL EXPENDITURES	\$9,906,426.34

RECOMMENDATION:

Approve warrants as presented and reviewed.

Fund: N/A
Program: _____
Amount: _____
Budgeted: _____ Yes _____ No
Restricted: _____ Yes _____ No

WARRANTS ISSUED: From:		9/8/11	9/21/11
Payroll Warrant #'s*	10028469	Thru	10028483
		Thru	
Vendor Warrant #'s*	50032168	Thru	50032430
		Thru	

Payroll - Direct Deposit	\$ 242,674.68
Payroll - Warrants	\$ 7,766.19
General Fund - (Total Payroll)	\$ 250,440.87
General Fund - (Total Non-Payroll)	\$ 2,154,055.92
Adult Education Fund	\$ 92,201.49
Food Services Fund	\$ 187,238.96
Child Development Fund	\$ 63.19
Deferred Maintenance Fund	\$ 56,032.14
Special Reserve Fund for Capital Outlay Projects	\$ 8,209.31
Other Post-Employment Benefits	\$ -0-
Building FD 2008 Measure I Bond	\$ 7,150,726.46
School Facilities/Proposition 1A	\$ 7,458.00
Building Fund	\$ -0-
Capital Facilities/Developer Fees Fund	\$ -0-
Total Expenditures	\$ 9,906,426.34

* Gaps in warrant numbers were either test warrants or warrants that were mangled or voided.

APYBRPHW H.00.01		HAYWARD		UNIFIED SCHOOL DISTRICT		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/21/2011		BATCH: 0113 GENERAL B113		09/21/11		PAGE 1	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		WARRANT VENDOR		REFERENCE		ACCOUNT CLASSIFICATION		FD Resc Y		Objt Sch Goal Func Mn		DESCRIPTION		AMOUNT	
WARRANT NUMBER	WARRANT NUMBER (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	FD Resc Y	Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL
50032279	101622	A-Z BUS SALES INC.	PO-200883	01.7230	0.4310	920.0000.3600.26	MAINTENANCE	1,200.11	\$1,200.11						
50032280	112491	ADAMSON POLICE PRODUCTS	PO-200061	01.0000	0.4310	920.9327.8300.26	MAINTENANCE	711.41	\$711.41						
50032281	032094	AIRGAS NCN	PO-200065	01.8150	0.4310	920.9329.8110.26	MAINTENANCE	163.79	\$163.79						
50032282	001438	ALLIANCE GAS PRODUCTS	PO-200071	01.8150	0.4310	920.9313.8110.26	MAINTENANCE	68.20	\$68.20						
50032283	114436	ALPHA ENTERPRISE	PO-200073	01.0000	0.5610	920.9314.8110.26	MAINTENANCE	718.80	\$718.80						
50032284	112711	ALPHA VISTA SERVICES INC.	PO-201018	01.6500	0.5100	930.5770.1180.38	SERVICE	111,492.00							
50032285	111962	AMERICAN TRASH MANAGEMENT	PO-200077	01.0000	0.5515	000.9238.8200.00	MAINTENANCE	100.00	\$100.00						
50032286	001517	APPLE COMPUTER	PO-200967	01.3181	0.4310	050.1110.1000.31	SUPPLIES	500.00	\$500.00						
50032287	100781	ARBORTECH TREE CARE INC.	PO-200082	01.9367	0.5610	920.0000.8110.26	MAINTENANCE	585.00	\$585.00						
50032288	111787	ARROW WIRE & CABLE INC.	PO-200083	01.8150	0.4310	920.9301.8300.26	MAINTENANCE	406.73	\$406.73						
50032289	116767	ASTRO EVENTS	PV-200455	01.9408	0.4310	010.1110.1000.00	ID44715 PV200455	250.00	\$250.00						
50032290	111600	AT&T	PV-200423	01.0450	0.5930	000.9238.7200.00	34-2078-418 9/2011	1,115.91							
50032291	112460	AT&T	PV-200424	01.0450	0.5930	000.9238.7200.00	344-2079-363 9/2011	1,115.91							
50032292	103428	BAY AREA PLUMBING SUPPLY	PV-200428	01.0000	0.5930	023.0000.2700.00	783-4069-309 9/2011	168.47	\$2,400.29						
50032293	003001	BEST INSTRUMENT REPAIR	PV-200425	01.6500	0.5930	930.5001.2150.38	582-5621-352 9/2011	38.04	\$38.04						
			PO-200087	01.8150	0.4310	920.9322.8110.26	MAINTENANCE	1,539.41	\$1,539.41						
			PO-200505	01.0000	0.5675	910.1293.1000.31	EQUIPMENT REPAIR	439.50	\$439.50						

HAYWARD UNIFIED SCHOOL DISTRICT													09/21/11	PAGE 2
COMMERCIAL WARRANT REGISTER														
FOR WARRANTS DATED 09/21/2011														
BATCH: 0113 GENERAL BILL3														
REFERENCE ACCOUNT CLASSIFICATION														
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	WARRANT NUMBER	Fd	Resc	Y	Objt	Sch	Goal	Func	Mn	DESCRIPTION	AMOUNT	
50032294	116187	BUS WEST	PO-200093	01.7230.0.4310.920.0000.3600.26	MAINTENANCE								369.95	
				WARRANT TOTAL								\$369.95		
50032295	005605	CENTERVILLE SAW & TOOL INC.	PO-200105	01.8150.0.4310.920.9312.8110.26	MAINTENANCE								66.88	
				WARRANT TOTAL								\$66.88		
50032296	115809	CHARLOTTE KNOX EDUCATIONAL	PO-200705	01.3181.0.5825.010.1110.1000.31	CONSULTANT SERVICES								2,889.70	
				WARRANT TOTAL								\$2,889.70		
50032297	006009	CITY OF HAYWARD	CL-101226	01.0000.0.5830.920.9326.8300.26	225808 6/12 PO 180146								90.00	
				WARRANT TOTAL								\$90.00		
50032298	102409	CITY OF HAYWARD	PO-200941	01.0000.0.5830.910.0000.7110.11	SERVICES								874.35	
				WARRANT TOTAL								\$874.35		
50032299	006844	CONTRACT FLOOR COVERINGS INC.	PO-200114	01.8150.0.5830.920.9319.8110.26	MAINTENANCE								4,994.00	
				WARRANT TOTAL								\$4,994.00		
50032300	111971	DAY WIRELESS SYSTEM	PO-200118	01.0000.0.4310.920.9327.8300.26	MAINTENANCE								190.56	
				WARRANT TOTAL								\$190.56		
50032301	114595	DECOTECH SYSTEMS INC.	PO-200120	01.8150.0.5610.920.9308.8110.26	MAINTENANCE								250.00	
				WARRANT TOTAL								\$250.00		
50032302	109910	DELL MARKETING L.P.	CL-101380	01.3010.0.5610.025.1110.1000.36	XFCPFMK83C PO181239								2,827.44	
			PO-200918	01.3180.0.4400.370.1110.1000.31	EQUIPMENT								4,398.49	
				WARRANT TOTAL								\$7,225.93		
50032303	009827	DURHAM SCHOOL SERVICES	PO-200888	01.7240.0.5830.930.5001.3600.38	SERVICE								139,226.54	
				WARRANT TOTAL								\$139,226.54		
50032304	109812	DYNAVOS SYSTEMS LLC	PO-200946	01.6500.0.4310.930.5001.2150.38	SUPPLIES								182.70	
				WARRANT TOTAL								\$182.70		
50032305	104177	ECONOMY GLASS SERVICES	PO-200128	01.8150.0.4310.920.9311.8110.26	MAINTENANCE								154.08	
				WARRANT TOTAL								\$154.08		
50032306	113446	EPIC COMPLIANCE SYSTEMS	PO-200133	01.8150.0.5610.920.9319.8110.26	MAINTENANCE								150.00	
				WARRANT TOTAL								\$150.00		
50032307	012602	EWING IRRIGATION PRODUCTS	PO-200135	01.8150.0.4310.920.9316.8110.26	MAINTENANCE								18.02	
				WARRANT TOTAL								\$18.02		
50032308	111799	FAGEN FRIEDMAN & FULFROST LLP	PO-201163	01.6500.0.5220.930.5001.2150.38	SERVICE								261.00	
				WARRANT TOTAL								\$261.00		
50032309	013801	FISHER SCIENTIFIC	PO-200800	01.3010.0.4310.250.1110.1000.36	SUPPLIES								164.00	

APYBRPHW H.00.01	HAYWARD UNIFIED SCHOOL DISTRICT	09/21/11	PAGE 3
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER		
	FOR WARRANTS DATED 09/21/2011	BATCH: 0113 GENERAL B113	
WARRANT VENDOR NUMBER NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032310 014493 POLLETT EDUCATIONAL SERVICES	PO-201001	01.3180.0.4100.370.1110.1000.31 SUPPLIES	\$164.00
		WARRANT TOTAL	11,855.33
50032311 014401 FOOTHILL LOCKSMITHS	PO-200141	01.8150.0.4310.920.9318.8110.26 MAINTENANCE	\$11,855.33
		WARRANT TOTAL	2.77
50032312 112971 GE MONEY BANK/AMAZON	PO-200368	01.0000.0.4310.330.1140.1000.00 SUPPLIES	\$2.77
	PO-200678	01.3181.0.4310.370.1110.1000.31 SUPPLIES	2,519.66
		WARRANT TOTAL	1,308.00
50032313 107251 GEARY PACIFIC SUPPLY	PO-200146	01.8150.0.4310.920.9315.8110.26 MAINTENANCE	\$3,827.66
		WARRANT TOTAL	2,420.08
50032314 105466 GLENCOE/MC GRAW HILL	PO-200746	01.0156.0.4100.910.1145.1000.34 TRIUMPHS	\$2,420.08
		WARRANT TOTAL	64,886.05
50032315 115655 GRAYBAR	PO-200152	01.8150.0.4310.920.9308.8110.26 MAINTENANCE	\$64,886.05
		WARRANT TOTAL	240.10
50032316 116548 TOM DUFFY COMPANY	PO-200327	01.8150.0.4310.920.9304.8110.26 SUPPLIES/MATERIALS	\$240.10
		WARRANT TOTAL	542.28
50032317 114036 U.S. BANK CORP PAYMENT SYSTEMS	PO-200661	01.0000.0.5220.910.0000.7110.11 MATERIAL/SUPPLIES	\$542.28
	PO-200690	01.0000.0.4310.910.0000.7300.22 SUPPLIES	620.00
		01.0000.0.4310.910.0000.7395.21 SUPPLIES	87.05
	PO-200724	01.3010.0.4310.910.1110.1000.36 SUPPLIES	89.16
	PO-200727	01.3181.0.5220.010.1110.1000.31 SERVICE	1,497.00
	PO-200734	01.3181.0.5220.010.1110.1000.31 SERVICE	7,033.58
	PO-200735	01.3181.0.5220.010.1110.1000.31 SERVICE	13,022.00
		WARRANT TOTAL	762.00
50032318 017262 W.W. GRAINGER INC.	PO-200151	01.8150.0.4310.920.9319.8110.26 MAINTENANCE	\$23,110.79
		WARRANT TOTAL	1,034.43
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 40	TOTAL AMOUNT OF WARRANTS:	\$1,034.43
			\$410,640.48*

WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION	AMOUNT
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	
50032319	115393	HATCHEL TABERNIK & ASSOCIATE	
	PV-200432	01.6010.0.5830.930.1110.1000.36 HUSDACEV6 180638	1,875.00
	PV-200433	01.6010.0.5830.930.1110.1000.36 HUSDACEV7 5/11 180638	356.25
	PV-200434	01.6010.0.5830.930.1110.1000.36 HUSDACEV8 6/11 180638	1,075.00
	PV-200435	01.6010.0.5830.930.1110.1000.36 HUSDFD17 4/11 180638	937.50
	PV-200436	01.6010.0.5830.930.1110.1000.36 HUSDFD19 5/11 180638	700.00
	PV-200437	01.6010.0.5830.930.1110.1000.36 HUSDFD20 6/11 180638	1,368.75
		WARRANT TOTAL	\$6,312.50
50032320	018216	HAYWARD WATER SYSTEMS	
	PV-200441	01.0000.0.5558.000.9238.8200.00 03-30600.00 9/11	3,963.38
	PV-200442	01.0000.0.5558.000.9238.8200.00 03-30605.00 9/11	42.00
	PV-200443	01.0000.0.5558.000.9238.8200.00 03-30610.00 9/11	3,386.97
	PV-200444	01.0000.0.5558.055.9238.8200.00 07-10000.00 9/11	317.44
	PV-200445	01.0000.0.5558.055.9238.8200.00 07-10010.00 9/11	2,818.46
	PV-200446	01.0000.0.5558.040.9238.8200.00 56-00550.00 8/11	1,270.84
	PV-200447	01.0000.0.5558.040.9238.8200.00 56-00560.00 8/11	71.40
	PV-200448	01.0000.0.5558.000.9238.8200.00 66-00010.00 9/11	74,846.21
		WARRANT TOTAL	\$86,716.70
50032321	109514	HILLTOP COMMUNICATION	
	PO-200163	01.0000.0.5610.920.9327.8300.26 MAINTENANCE	111.35
		WARRANT TOTAL	\$111.35
50032322	019690	HOME DEPOT	
	PO-200165	01.8150.0.4310.920.9319.8110.26 MAINTENANCE	3,144.84
		WARRANT TOTAL	\$3,144.84
50032323	114113	HYDRAULIC ELECTRO SERVICE CO	
	PO-200638	01.0000.0.5675.920.0000.7540.27 SERVICES	80.00
		WARRANT TOTAL	\$80.00
50032324	116757	INTERCONTINENTAL SAN FRANCISCO	
	PO-201079	01.4203.0.5220.910.4760.2100.34 SERVICE	299.15
		WARRANT TOTAL	\$299.15
50032325	116733	ELIZABETH ISONO	
	PO-201022	01.6500.0.5830.930.5770.1180.38 SERVICE	900.00
		01.6500.0.5830.930.5770.1180.38 SERVICE	540.00
		WARRANT TOTAL	\$1,440.00
50032326	109676	J.W. PEPPER & CO.	
	CL-101240	01.4124.0.4310.930.1140.1000.36 13366130A00716000 102733	1.99
		01.4124.0.4310.930.1140.1000.36 13370631 102733	29.62
		01.4124.0.4310.930.1140.1000.36 13371259 102733	61.22
		01.4124.0.4310.930.1140.1000.36 13371584 102733	349.63
		WARRANT TOTAL	\$442.46
50032327	023000	JACK JAMES TOWING SERVICE INC.	
	PO-200168	01.7230.0.5679.920.0000.3600.26 MAINTENANCE	347.50
		WARRANT TOTAL	\$347.50
50032328	115225	JENSEN'S TIRE SERVICE INC.	
	CL-100878	01.0000.0.5610.920.9307.8110.26 55789 180229	109.31
	CL-100879	01.0000.0.5610.920.9307.8110.26 55812 180229	343.73
	CL-100880	01.0000.0.5610.920.9307.8110.26 56234 180229	487.71
		WARRANT TOTAL	\$940.75

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11		PAGE	5
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/21/2011		BATCH: 0114 GENERAL BILL4	
WARRANT VENDOR NUMBER	WARRANT NAME (REMITT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT			
50032329	023850 JOHNSTONE SUPPLY	PO-200171	01.8150.0.4310.920.9315.8110.26 MAINTENANCE WARRANT TOTAL	223.96 \$223.96			
50032330	107189 JOSTENS	PO-200347	01.0000.0.4310.370.0000.2700.00 SUPPLIES 01.0000.0.4310.370.0000.2700.00 SUPPLIES WARRANT TOTAL	9.24 23.66 \$32.90			
50032331	026401 KELLY MOORE PAINT CO	PO-200174	01.8150.0.4310.920.9321.8110.26 MAINTENANCE WARRANT TOTAL	283.00 \$283.00			
50032332	115000 LA FAMILIA COUNSELING SERVICE	PV-200450	01.7091.0.5830.053.4760.1000.36 9 5/11 180632	840.00			
		PV-200451	01.7091.0.5830.053.4760.1000.36 10 6/11 180632 WARRANT TOTAL	140.00 \$980.00			
50032333	102139 LAKESHORE LEARNING	PO-200827	01.3010.0.4200.860.1155.1000.36 SUPPLIES	431.63			
		PO-200947	01.6500.0.4310.930.5001.2150.38 SUPPLIES WARRANT TOTAL	134.03 \$565.66			
50032334	111542 LANDPORT SYSTEMS INC.	PO-200175	01.8150.0.5800.920.9319.8110.26 MAINTENANCE WARRANT TOTAL	595.00 \$595.00			
50032335	116707 OLIVIA LYNCH	PO-200955	01.3181.0.5830.050.1110.1000.31 CONTRACTED SERVICE WARRANT TOTAL	4,000.00 \$4,000.00			
50032336	031178 MACMILLAN/MCGRAW HILL SCHOOL	PO-102987	01.6286.0.4310.910.1110.1000.34 TESOROS MATERIALS 01.6286.0.4310.910.1110.1000.34 TESOROS MATERIALS 01.6286.0.4310.910.1110.1000.34 TESOROS MATERIALS 01.6286.0.4310.910.1110.1000.34 TESOROS MATERIALS WARRANT TOTAL	893.70 600.05 612.84 383.01 331.95 \$2,821.55			
50032337	116199 NATIONAL EQUITY PROJECT	PO-200485	01.3181.0.5220.010.1110.1000.31 SERVICE WARRANT TOTAL	1,200.00 \$1,200.00			
50032338	036945 OFFICE DEPOT	PO-200039	01.0000.0.4310.240.1145.1000.00 INSTRUCTIONAL SUPPLIES	164.43			
		PO-200041	01.0000.0.4310.910.0000.7110.11 SUPPLIES/MATERIALS	328.86			
		PO-200045	01.0000.0.4310.910.0000.2110.31 INSTR MAT.	26.97			
		PO-200046	01.0000.0.4310.033.1135.1000.00 SUPPLIES	25.49			
		PO-200053	01.0000.0.4310.023.1135.1000.00 SUPPLIES	15.15			
		PO-200296	01.0000.0.4310.210.1145.1000.00 INSTRUCTIONAL MATERIALS	15.32			
		PO-200297	01.0000.0.4310.087.1135.1000.00 SUPPLIES	84.61			
		PO-200299	01.0000.0.4310.015.1135.1000.00 SUPPLIES	207.04			
		PO-200300	01.0000.0.4310.370.1140.1000.00 SUPPLIES	719.29			
		PO-200301	01.0000.0.4310.330.1140.1000.00 SUPPLIES	9,916.80			
		PO-200324	01.0900.0.4310.910.0000.2700.25 SUPPLIES/MATERIALS	431.81			
		PO-200330	01.0000.0.4310.340.0000.2700.00 SUPPLIES	44.73			
		PO-200335	01.0000.0.4310.015.0000.2700.00 SUPPLIES	255.76			

NUMBER	Fd	Resc	Y	Objt	Sch	Goal	Func	Mn	DESCRIPTION	AMOUNT
PO-200382	01	0000	0	4310	005	1135	1000	00	SUPPLIES/MATERIALS	19.56
PO-200497	01	0000	0	4310	210	0000	2700	00	SUPPLIES	71.80
PO-200602	01	0000	0	4310	910	0000	7300	22	MATERIALS/SUPPLIES	76.43
PO-200632	01	0000	0	4310	330	0000	2700	00	SUPPLIES	8.44
PO-200761	01	8500	0	4310	930	5001	2150	38	SUPPLIES	72.72
PO-200763	01	7091	0	4310	530	4760	2100	36	SUPPLIES	336.53
PO-200764	01	0000	0	4310	310	3200	1000	00	SUPPLIES	68.09
PO-200801	01	0000	0	4310	075	1135	1000	00	SUPPLIES/MATERIALS	111.00
PO-200831	01	0000	0	4310	035	1135	1000	00	SUPPLIES/MATERIALS	358.34
PO-200833	01	0000	0	4310	035	1135	1000	00	SUPPLIES	38.91
PO-200859	01	0000	0	4310	025	0000	2700	00	SUPPLIES	48.09
PO-200917	01	0000	0	4310	085	1135	1000	00	SUPPLIES	167.73
PO-200928	01	0000	0	4310	310	0000	2700	00	SUPPLIES	85.87
PO-200959	01	0000	0	9320	000	0000	0000	00	SUPPLIES	340.87
									WARRANT TOTAL	\$13,548.74
50032339	102404	PACIFIC APPAREL								
PO-200192	01	8150	0	4310	920	9325	8110	26	MAINTENANCE	139.09
									WARRANT TOTAL	\$139.09
50032340	039053	PACIFIC GAS & ELECTRIC COMPANY								
PV-200438	01	0000	0	5520	605	9238	8200	00	4286904769-8 7/11	2,321.68
PV-200439	01	0000	0	5520	000	9238	8200	00	7026316157-5 9/11	74.27
PV-200440	01	0000	0	4332	920	9307	8110	26	9210091395-0 8/11	306.78
									WARRANT TOTAL	\$2,702.73
50032341	113510	PEARSON SCOTT FORESMAN								
PO-200843	01	0156	0	4100	910	1135	1000	34	GR 1 & 2 SCIENCE SPANISH	2,653.06
									WARRANT TOTAL	\$2,653.06
50032342	113649	PERFORMANCE PEST MANAGEMENT								
PO-200198	01	8150	0	5526	920	9312	8110	26	MAINTENANCE	7,225.00
									WARRANT TOTAL	\$7,225.00
50032343	039406	PERMA-BOUND BOOKS								
PV-200431	01	7091	0	4310	033	4760	1000	36	1433099-01 102704	537.77
									WARRANT TOTAL	\$537.77
50032344	116563	PLAYWORKS EDUCATION ENERGIZED								
PO-200954	01	3181	0	5830	010	1110	1000	31	CONTRACTED SERVICE	10,000.00
									WARRANT TOTAL	\$10,000.00
50032345	040459	POSITIVE PROMOTIONS								
PO-200834	01	0480	0	4310	033	1110	1000	00	SUPPLIES	194.95
									WARRANT TOTAL	\$194.95
50032346	107144	VIC HUBBARD AUTO SUPPLY								
PO-200249	01	0000	0	4310	920	9307	8110	26	MAINTENANCE	2,817.75
									WARRANT TOTAL	\$2,817.75
***	BATCH TOTALS	***							TOTAL NUMBER OF WARRANTS: 28	TOTAL AMOUNT OF WARRANTS: \$150,356.41*

APYBRPHW H.00.01			HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11		PAGE 7
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.			COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/21/2011		BATCH: 0115 GENERAL BILLS
WARRANT NUMBER	VENDOR NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT		
50032347	001420 ALAMEDA COUNTY SCHOOLS	PV-200464	01.0000.0.9507.000.0000.0000.00 EMP/COBRA 9/2011	WARRANT TOTAL	119,447.45		
50032348	109274 ARAG NORTH AMERICA	PV-200463	01.0000.0.9507.000.0000.0000.00 ALL EMP 9/2011	WARRANT TOTAL	\$119,447.45		
50032349	105781 PUBLIC EMPLOYEES	PV-200460	01.0000.0.9507.000.0000.0000.00 ACTIVE EMP 10/2011	WARRANT TOTAL	676.50		
50032350	112202 SCHOOLMATE	PV-200461	01.9550.0.9516.000.0000.0000.00 RETIRED EMP 10/2011	WARRANT TOTAL	\$676.50		
50032351	114776 SCHOOLYARD COMMUNICATIONS	PO-200380	01.3010.0.4310.030.1110.1000.36 SUPPLIES	WARRANT TOTAL	420,170.92		
50032352	113471 SMART AND FINAL	PO-201064	01.0000.0.5870.930.9188.3900.37 SUPPLIES	WARRANT TOTAL	102,691.94		
50032353	048915 SUMMIT LEARNING	PO-180990	01.5810.0.4310.930.1110.1000.36 SUPPLIES/MATERIALS	WARRANT TOTAL	\$522,862.86		
50032354	115423 TEXASLIFE INSURANCE COMPANY	PO-102970	01.3010.0.4200.860.1155.1000.36 SUPPLIES	WARRANT TOTAL	720.00		
50032355	113859 TIME FOR KIDS INC.	PV-200462	01.0000.0.9507.000.0000.0000.00 ALL ACTIVE EMP 9/2011	WARRANT TOTAL	\$720.00		
50032356	111162 TROXELL COMMUNICATIONS	PO-201045	01.6250.0.5220.930.0000.3110.37 SERVICE	WARRANT TOTAL	26,923.82		
50032357	108202 UNITED PARCEL SERVICE	PO-200923	01.0000.0.5910.930.0000.7530.27 SERVICE FEES	WARRANT TOTAL	\$26,923.82		
50032358	103772 XEROX CORPORATION	PO-200463	01.0000.0.5620.030.1135.1000.00 MAINTENANCE AGREEMENT	WARRANT TOTAL	103.43		
*** BATCH TOTALS ***					76.77		
TOTAL NUMBER OF WARRANTS: 12					\$180.20		
TOTAL AMOUNT OF WARRANTS:					351.20		
					32.38		
					\$383.58		
					490.18		
					\$490.18		
					540.00		
					223.00		
					587.00		
					\$1,350.00		
					565.50		
					\$565.50		
					17.41		
					\$17.41		
					150.00		
					150.00		
					52,983.67		
					52,983.67		
					\$106,267.34		
					\$779,884.84*		

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/21/2011
BATCH: 0116 GENERAL B116
09/21/11 PAGE 8

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032359	110602 SPERCH PATHOLOGY GROUP INC	PO-200356	01.6500.0.5830.930.5770.1180.38 ADM. SERVICES	1,232.25
			WARRANT TOTAL	\$1,232.25
50032360	111638 WINGS LEARNING CENTER INC.	PO-201017	01.6500.0.5100.930.5770.1180.38 SERVICE	161.75
			01.6500.0.5100.930.5770.1180.38 SERVICE	2,830.00
			01.6500.0.5100.930.5770.1180.38 SERVICE	2,428.00
			01.6500.0.5830.930.5770.1180.38 SERVICE	5,428.00
			01.6500.0.5830.930.5770.1180.38 SERVICE	4,429.50
			01.6500.0.5830.930.5770.1180.38 SERVICE	5,385.50
			01.6500.0.5830.930.5770.1180.38 SERVICE	4,794.00
			01.6500.0.5830.930.5770.1180.38 SERVICE	2,281.00
			01.6500.0.5830.930.5770.1180.38 SERVICE	2,682.00
			WARRANT TOTAL	\$30,419.75
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS:	\$31,652.00*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11		PAGE 9	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/21/2011		BATCH: 0117 GENERAL BILL7	
WARRANT VENDOR NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT			
50032361	109641 RECALL SECURE DESTRUCTION	PO-200865	01.0000.0.5800.910.0000.7300.22 SERVICES 01.0000.0.5800.910.0000.7700.25 SERVICES WARRANT TOTAL	233.74 241.74 \$475.48			
50032362	046815 S & S CUMMINS CORP.	PO-102620	01.3324.0.4400.000.5730.1110.38 SUPPLIES	5,342.00			
50032363	111086 SCI CONSULTING INC.	PO-200816	01.3181.0.6200.050.0000.8500.31 MAINTENANCE WARRANT TOTAL	8,670.00 \$14,012.00			
50032364	047277 SENECA CENTER	PO-200891	01.9367.0.5825.920.0000.8100.26 CONSULTANT 01.9367.0.5825.920.0000.8100.26 CONSULTANT WARRANT TOTAL	5,079.54 4,193.26 \$9,272.80			
50032365	047533 SHIFFLER EQUIPMENT SALES INC	PO-200673	01.6500.0.5100.930.5770.1180.38 SERVICES 01.6500.0.5830.930.5770.1180.38 SERVICES WARRANT TOTAL	5,000.00 25,000.00 \$30,000.00			
50032366	113471 SMART AND FINAL	PO-200218	01.8150.0.4310.920.9319.8110.26 MAINTENANCE 01.8150.0.4310.920.9319.8110.26 MAINTENANCE 01.8150.0.4310.920.9319.8110.26 MAINTENANCE 01.8150.0.4310.920.9319.8110.26 MAINTENANCE WARRANT TOTAL	355.32 163.59 309.43 137.87 \$966.21			
50032367	048204 SOUTHPAW ENTERPRISES	PO-200599	01.4124.0.4310.340.1140.1000.36 SUPPLIES/MATERIALS WARRANT TOTAL	43.33 \$43.33			
50032368	048847 SURTEC SYSTEM	CL-101309	01.3324.0.4310.000.5730.1110.38 0289206-IN 102523	3,929.84			
50032369	050883 TOWN 'N COUNTRY CLEANERS	CL-101310	01.3324.0.4400.000.5730.1110.38 0289206-IN 102523	918.58			
		PO-102523	01.3324.0.4400.000.5730.1110.38 SUPPLIES/EQUIPMENT WARRANT TOTAL	11,277.45 \$16,125.87			
50032370	113030 TRU GREEN#6715	PO-200230	01.0000.0.4310.920.9306.8200.26 MAINTENANCE WARRANT TOTAL	245.18 \$245.18			
		PO-200241	01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE 01.0000.0.5800.920.9306.8200.26 MAINTENANCE WARRANT TOTAL	8.00 5.00 8.00 12.00 11.00 8.00 8.00 9.00 \$69.00			
		PO-200243	01.9367.0.5610.920.0000.8110.26 MAINTENANCE 01.9367.0.5610.920.0000.8110.26 MAINTENANCE WARRANT TOTAL	800.00 2,200.00 \$3,000.00			

APYBRPHW H.00.01	HAYWARD	UNIFIED	SCHOOL	DISTRICT	09/21/11	PAGE 10
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER			BATCH: 0117 GENERAL BILL7		
FOR WARRANTS DATED 09/21/2011						
WARRANT VENDOR	REFERENCE	Fd	Resc	Y	Objt	Sch
NUMBER	NUMBER					
NAME (REMIT)	ACCOUNT CLASSIFICATION					
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50032371 116373 USTA NORTHERN CALIFORNIA	CL-101151	01.0480	0.4310	0.090	1110.1000	00 5/17/11 102483
	CL-101152	01.0480	0.5300	0.090	1110.1000	00 5/17/11 102483
	WARRANT TOTAL					
						109.75
						35.00
						\$144.75
50032372 110475 VIP TONE INC.	PO-102452	01.3324	0.4310	0.000	5730.1110	38 SUPPLIES
	PO-200250	01.8150	0.5610	0.920	9308.8110	26 SERVICE
	WARRANT TOTAL					
						4,580.25
						7,200.00
						\$11,780.25
50032373 103516 WAXIE SANITARY SUPPLY	PO-200256	01.0000	0.4310	0.920	9306.8200	26 MAINTENANCE
	WARRANT TOTAL					
						242.73
						\$242.73
50032374 100371 WHCI	PO-200260	01.8150	0.4310	0.920	9322.8110	26 MAINTENANCE
		01.8150	0.4310	0.920	9322.8110	26 MAINTENANCE
		01.8150	0.4310	0.920	9322.8110	26 MAINTENANCE
	WARRANT TOTAL					
						880.84
						183.26
						430.96
						\$1,495.06
50032375 103772 XEROX CORPORATION	PO-200395	01.7091	0.5610	0.530	4760.1000	36 MAINTENANCE AGREEMENT
	PO-201006	01.7230	0.5610	0.920	0000.3600	26 SERVICE
		01.7230	0.5610	0.920	0000.3600	26 SERVICE
	WARRANT TOTAL					
						108.77
						42.88
						42.88
						\$194.53
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 15					TOTAL AMOUNT OF WARRANTS:
						\$88,067.19*

APYBRPHW H.00.01		HAYWARD		UNIFIED	SCHOOL	DISTRICT	09/21/11	PAGE	11
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER				BATCH: 0118 GENERAL REIMB B118			
FOR WARRANTS DATED 09/21/2011									
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION							
NUMBER	Fd Resc	Y Objt Sch Goal Func Mn DESCRIPTION							
50032376 112581 SHEILA ALS	TC-200079	01.6010.0.5210.930.1110.1000.36 MIL 8/31	WARRANT TOTAL						26.58
									\$26.58
50032377 111006 SYLVIA DANG	TC-200089	01.6500.0.5210.930.5001.3110.38 MIL 8/31	WARRANT TOTAL						12.88
									\$12.88
50032378 116758 SARAH ERICKSON	TC-200091	01.9387.0.4200.330.1110.1000.31 EXP 9/14	WARRANT TOTAL						300.00
									\$300.00
50032379 115850 DEBRA FORREST	TC-200093	01.6500.0.5210.930.5001.3110.38 MIL 8/31	WARRANT TOTAL						82.53
									\$82.53
50032380 111362 JONATHAN KAEI	TC-200088	01.6500.0.5210.930.5001.3110.38 MIL 8/31	WARRANT TOTAL						45.87
									\$45.87
50032381 115966 WILLIAM MCGEE	TC-200071	01.0000.0.5220.910.0000.7110.11 CONF 9/9	WARRANT TOTAL						44.73
									\$44.73
50032382 116289 CARLA HERMISITA PARRAS	TC-200081	01.6500.0.5210.930.5001.3110.38 MIL 8/31	WARRANT TOTAL						42.62
									\$42.62
50032383 112534 HECTOR TORRES	TC-200086	01.6010.0.5210.930.1110.1000.36 MIL 9/9	WARRANT TOTAL						65.48
									\$65.48
50032384 116447 HOLLY ELIZABETH WARREN OBERG	TC-200083	01.6500.0.5210.930.5001.3110.38 MIL 8/22	WARRANT TOTAL						125.49
									\$125.49
50032385 116759 BRANDI YOUNG	TC-200090	01.6500.0.5210.930.5001.3110.38 MIL 9/16	WARRANT TOTAL						125.43
									\$125.43
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	10	TOTAL AMOUNT OF WARRANTS:						\$871.61*

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/20/2011
BATCH: 0000 Standard batching district
09/20/11 PAGE 1

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032278	008010 HAYWARD UNIFIED SCHOOL DIST.	22-033090	01.0000 0.9910 000 0000.0000.00 22-8010 DIRECT D	190,908.34
WARRANT TOTAL				\$190,908.34
*** BATCH TOTALS ***				\$190,908.34*
*** DISTRICT TOTALS ***				\$190,908.34*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/14/11		PAGE 1	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/14/2011		BATCH: 0101 GENERAL B101	
WARRANT VENDOR	WARRANT NUMBER	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal	Mn Description	AMOUNT
50032174	101622	A-Z BUS SALES INC.	PO-200883	01.7230.0	4310.920.0000.3600.26	MAINTENANCE	12,674.67
			WARRANT TOTAL				\$12,674.67
50032175	114552	ALLIED AUTO STORES	PO-200072	01.7230.0	4310.920.0000.3600.26	MAINTENANCE	82.17
			WARRANT TOTAL				\$82.17
50032176	001517	APPLE COMPUTER	CL-101358	01.3324.0	4310.000.5730.1110.38	9878660032	63.66
			PO-200753	01.3180.0	4400.010.1110.1000.31	EQUIPMENT	42,756.99
			PO-200878	01.4124.0	4400.930.1135.1000.36	EQUIPMENT	4,238.00
				01.4124.0	4400.930.1140.1000.36	EQUIPMENT	1,589.25
				01.6010.0	4400.930.1110.1000.36	EQUIPMENT	6,356.99
			PO-200939	01.3181.0	4400.050.1110.1000.31	EQUIPMENT	1,384.16
			PO-200979	01.0000.0	4400.910.0000.7700.25	EQUIPMENT	5,154.89
			WARRANT TOTAL				\$61,543.94
50032177	112510	APPLE INC.	PO-102925	01.9329.0	4310.910.1110.1000.31	EQUIPMENT	546.77
				01.9329.0	4400.910.1110.1000.31	EQUIPMENT	1,873.43
			WARRANT TOTAL				\$2,420.20
50032178	100781	ARBORTECH TREE CARE INC.	PO-200082	01.9367.0	5610.920.0000.8110.26	MAINTENANCE	9,317.50
			WARRANT TOTAL				\$9,317.50
50032179	111600	AT&T	PV-200394	01.0450.0	5930.000.9238.7200.00	293-8550-220	90.49
			PV-200395	01.0450.0	5930.000.9238.7200.00	293-8554-856	118.54
			WARRANT TOTAL				\$209.03
50032180	103428	BAY AREA PLUMBING SUPPLY	PO-200087	01.8150.0	4310.920.9322.8110.26	MAINTENANCE	978.28
			WARRANT TOTAL				\$978.28
50032181	112795	BEARCOM	PO-200866	01.0000.0	4310.370.0000.2700.00	EQUIPMENT	131.27
			WARRANT TOTAL				\$131.27
50032182	005442	CALIFORNIA SCHOOL BOARDS ASSOC	PO-200790	01.0000.0	5825.910.0000.7110.11	CONSULTANT	2,318.97
			WARRANT TOTAL				\$2,318.97
50032183	005605	CENTERVILLE SAW & TOOL INC.	PO-200105	01.8150.0	4310.920.9312.8110.26	MAINTENANCE	210.90
			WARRANT TOTAL				\$210.90
50032184	006302	CLOSE BLDG MATERIALS INC	PO-200111	01.8150.0	4310.920.9313.8110.26	MAINTENANCE	80.91
			WARRANT TOTAL				\$80.91
50032185	109910	DELL MARKETING L.P.	PO-200782	01.3181.0	4310.370.1110.1000.31	SUPPLIES	7,104.49
			PO-200916	01.3181.0	4400.050.1110.1000.31	EQUIPMENT	1,179.73
			WARRANT TOTAL				\$8,284.22
50032186	008204	DEMCO INC.	PO-200837	01.3010.0	4310.035.1110.1000.36	SUPPLIES	219.35
			WARRANT TOTAL				\$219.35

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/14/11		PAGE 2	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/14/2011		BATCH: 0101 GENERAL B101	
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal Func Mn	DESCRIPTION
50032187	107889	DEPARTMENT OF GENERAL SERVICES	PO-200869	01.0000.0.5845.910.9015.7200.00	SERVICES		
				WARRANT TOTAL			170.00
							\$170.00
50032188	009827	DURHAM SCHOOL SERVICES	PO-200888	01.7240.0.5830.930.5001.3600.38	SERVICE		111,435.60
				WARRANT TOTAL			\$111,435.60
50032189	107707	E.B. BRADLEY CO.	PO-200123	01.8150.0.4310.920.9311.8110.26	MAINTENANCE		44.51
				WARRANT TOTAL			\$44.51
50032190	112132	ENTERPRISE FLEET MANAGEMENT	PO-200131	01.8150.0.5620.920.9300.8100.26	MAINTENANCE		11,016.90
				WARRANT TOTAL			\$11,016.90
50032191	111799	FAGEN FRIEDMAN & FULFROST LLP	PO-200898	01.0000.0.5845.910.9015.7200.00	SERVICE - LEGAL		1,365.21
				WARRANT TOTAL			\$1,365.21
50032192	013801	FISHER SCIENTIFIC	CL-101398	01.3010.0.4310.280.1110.1000.36	1225540	PO102785	1,245.42
				WARRANT TOTAL			\$1,245.42
50032193	116704	DANIELLE FLEMING	PO-200958	01.0000.0.5800.910.9075.7200.00	REIMBURSEMENT		50.00
				WARRANT TOTAL			\$50.00
50032194	014493	FOLLETT EDUCATIONAL SERVICES	PO-200901	01.0156.0.4100.910.1140.1000.34	Geometry, Anatomy, Biology		6,092.84
				WARRANT TOTAL			\$6,092.84
50032195	115105	LLP GCR	PO-200894	01.0000.0.5845.910.9015.7200.00	SERVICE-LEGAL		14,566.30
				WARRANT TOTAL			\$14,566.30
50032196	112971	GE MONEY BANK/AMAZON	PO-200368	01.0000.0.4310.330.1140.1000.00	SUPPLIES		26.75
			PO-200678	01.3181.0.4310.370.1110.1000.31	SUPPLIES		1,332.07
				WARRANT TOTAL			\$1,358.82
50032197	108554	GLOBE FEARON	PO-200810	01.0156.0.4100.910.1140.1000.34	4020847415		1,228.47
				WARRANT TOTAL			\$1,228.47
50032198	017083	GOPHER	CL-101413	01.0480.0.4310.075.1110.1000.00	8328244	PO 102548	671.44
			CL-101414	01.9408.0.4310.075.1110.1000.00	8328244	PO 102548	631.93
				WARRANT TOTAL			\$1,303.37
50032199	017262	W.W. GRAINGER INC.	PO-200151	01.8150.0.4310.920.9319.8110.26	MAINTENANCE		1,423.87
				WARRANT TOTAL			\$1,423.87
50032200	057292	WASTE MANAGEMENT	PV-200386	01.0000.0.5515.000.9238.8200.00	4542	8/2011	951.63
			PV-200387	01.0000.0.5515.000.9238.8200.00	6420	8/2011	560.89
			PV-200388	01.0000.0.5515.000.9238.8200.00	6421	8/2011	560.89
			PV-200389	01.0000.0.5515.000.9238.8200.00	6452	8/16/11-8/31/2011	746.33
			PV-200390	01.0000.0.5515.000.9238.8200.00	6471	8/2011	421.29
				WARRANT TOTAL			\$3,241.03

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
WARRANT VENDOR
NUMBER NUMBER NAME (REMIT)

*** BATCH TOTALS ***
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/14/2011
BATCH: 0101 GENERAL B101
REFERENCE ACCOUNT CLASSIFICATION
NUMBER Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION

TOTAL NUMBER OF WARRANTS: 27
TOTAL AMOUNT OF WARRANTS: \$253,013.75*

APYBRPHW H.00.01	HAYWARD	UNIFIED	SCHOOL	DISTRICT	09/14/11	PAGE 4
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER			BATCH: 0102 GENERAL B102		
FOR WARRANTS DATED 09/14/2011						
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION				
NUMBER	Fd	Resc	Y	Objt	Sch	Goal
50032201 112268 RIDDELL	PO-200729	01.0000	0.4310	370.1175	4200.00	SUPPLIES
	WARRANT TOTAL					
						AMOUNT
						3,087.01
						\$3,087.01
50032202 113030 TRU GREEN#6715	PO-200243	01.9367	0.5610	920.0000	8110.26	MAINTENANCE
		01.9367	0.5610	920.0000	8110.26	MAINTENANCE
		01.9367	0.5610	920.0000	8110.26	MAINTENANCE
		01.9367	0.5610	920.0000	8110.26	MAINTENANCE
		01.9367	0.5610	920.0000	8110.26	MAINTENANCE
		01.9367	0.5610	920.0000	8110.26	MAINTENANCE
	WARRANT TOTAL					
						915.00
						800.00
						2,000.00
						150.00
						375.00
						500.00
						\$4,740.00
50032203 116075 UNION SCHOOL DISTRICT	CL-101149	01.0260	0.5800	910.1110	2150.22	120019 102914
	WARRANT TOTAL					
						400.00
						\$400.00
50032204 058001 WILCO SUPPLY CO	PO-200842	01.8150	0.4310	920.9319	8110.26	MAINTENANCE
		01.8150	0.4310	920.9319	8110.26	MAINTENANCE
		01.8150	0.4310	920.9319	8110.26	MAINTENANCE
		01.8150	0.4310	920.9319	8110.26	MAINTENANCE
		01.8150	0.4310	920.9319	8110.26	MAINTENANCE
		01.8150	0.4310	920.9319	8110.26	MAINTENANCE
	WARRANT TOTAL					
						571.83
						172.90-
						80.36
						196.54
						154.93
						30.84
						\$861.60
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	4	TOTAL AMOUNT OF WARRANTS:			\$9,088.61*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/14/11		PAGE 5	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/14/2011		BATCH: 0103 GENERAL B103	
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032205	101622	A-Z BUS SALES INC.	PV-200422	01.7230.0.4310.920.0000.3600.26	0M3371-0M3372-0M3623-0I00563		39,913.66
				WARRANT TOTAL			\$39,913.66
50032206	018216	HAYWARD WATER SYSTEMS	PV-200420	01.0000.0.5558.000.9238.8200.00	50-23900.00	8/11	3,020.31
				WARRANT TOTAL			\$3,020.31
50032207	019601	HM RECEIVABLES	PO-200840	01.0156.0.4100.910.1135.1000.34	GRADE 6 TEACHER EDITIONS HIST		1,547.40
				WARRANT TOTAL			\$1,547.40
50032208	116655	INTERPRETERS UNLIMITED INC.	PO-200803	01.6500.0.5830.930.5770.1180.38	SERVICES		40.00
				WARRANT TOTAL			\$40.00
50032209	026401	KELLY MOORE PAINT CO	PO-200174	01.8150.0.4310.920.9321.8110.26	MAINTENANCE		168.07
				WARRANT TOTAL			\$168.07
50032210	031178	MACMILLAN/MCGRAW HILL SCHOOL	PO-200809	01.3181.0.4310.050.1110.1000.31	SUPPLIES		3,251.90
				WARRANT TOTAL			\$3,251.90
50032211	109473	MORGAN ENVIRONMENTAL SERVICES	PO-200754	01.8150.0.5610.920.9314.8110.26	MAINTENANCE		1,359.09
				WARRANT TOTAL			\$1,359.09
50032212	115815	NCS PEARSON INC.	PO-200806	01.6500.0.4375.930.5001.3120.38	SUPPLIES		657.48
				WARRANT TOTAL			\$657.48
50032213	036945	OFFICE DEPOT	PO-200034	01.0000.0.4310.030.1135.1000.00	SUPPLIES/MATERIALS		394.67
			PO-200036	01.0000.0.4310.910.0000.7400.42	SUPPLIES		127.37
			PO-200038	01.3010.0.4310.220.1110.1000.36	MATERIALS/SUPPLIES		690.00
			PO-200040	01.0000.0.4310.910.0000.7495.45	SUPPLIES		99.54
			PO-200043	01.0000.0.4310.910.0000.7150.15	SUPPLIES/MATERIALS		171.85
			PO-200044	01.0000.0.4310.330.1140.1000.00	SUPPLIES		612.10
			PO-200045	01.0000.0.4310.910.0000.2110.31	INSTR MAT.		39.29
			PO-200046	01.0000.0.4310.033.1135.1000.00	SUPPLIES		50.74
			PO-200047	01.0000.0.4310.340.1140.1000.00	SUPPLIES		362.07
			PO-200048	01.0000.0.4310.250.1145.1000.00	MATERIALS		142.63
			PO-200053	01.0000.0.4310.023.1135.1000.00	SUPPLIES		94.37
			PO-200189	01.8150.0.4310.920.9319.8110.26	OFFICE MATERIALS		162.83
			PO-200271	01.0000.0.4310.910.0000.7395.21	MATERIALS		73.04
			PO-200296	01.0000.0.4310.210.1145.1000.00	INSTRUCTIONAL MATERIALS		814.74
			PO-200297	01.0000.0.4310.087.1135.1000.00	SUPPLIES		177.26
			PO-200299	01.0000.0.4310.015.1135.1000.00	SUPPLIES		156.80
			PO-200300	01.0000.0.4310.370.1140.1000.00	SUPPLIES		325.12
			PO-200328	01.0000.0.4310.370.1140.1000.00	SUPPLIES		1,204.03
			PO-200329	01.0000.0.4310.080.0000.2700.00	SUPPLIES		50.86
			PO-200330	01.0000.0.4310.030.0000.2700.00	SUPPLIES/MATERIALS		263.56
			PO-200331	01.0000.0.4310.340.0000.2700.00	SUPPLIES		114.77
			PO-200332	01.0000.0.4310.250.0000.2700.00	SUPPLIES		86.31
			PO-200332	01.0000.0.4310.240.0000.2700.00	MATERIALS/SUPPLIES		357.75

APYBRPHW H.00.01

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/14/2011

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
WARRANT VENDOR
NUMBER NAME (REMIT)

BATCH: 0103 GENERAL B103

WARRANT NUMBER	VENDOR NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT
		PO-200335	01.0000.0.4310.015.0000.2700.00	SUPPLIES	737.69
		PO-200338	01.0000.0.4310.370.0000.2700.00	MATERIALS	11.14
		PO-200382	01.0000.0.4310.005.1135.1000.00	SUPPLIES/MATERIALS	381.00
		PO-200494	01.0000.0.4310.033.0000.2700.00	SUPPLIES	7.86
		PO-200495	01.0000.0.4310.060.0000.2700.00	SUPPLIES	70.91
		PO-200548	01.6010.0.4310.050.1135.1000.36	SUPPLIES/MATERIALS	214.51
		PO-200581	01.4124.0.4310.930.1140.1000.36	SUPPLIES	384.70
			01.4124.0.4310.930.1140.1000.36	SUPPLIES	4,042.89
			01.5810.0.4310.930.1110.1000.36	SUPPLIES	384.70
			01.6010.0.4310.930.1110.1000.36	SUPPLIES	384.90
			01.6010.0.4310.930.1110.1000.36	SUPPLIES	2,490.00
		PO-200602	01.0000.0.4310.910.0000.7300.22	MATERIALS/SUPPLIES	198.70
		PO-200632	01.0000.0.4310.330.0000.2700.00	SUPPLIES	246.21
		PO-200635	01.5810.0.4310.930.1110.1000.36	SUPPLIES	1,394.23
		PO-200682	01.0000.0.4310.063.1135.1000.00	SUPPLIES/MATERIALS	32.39
		PO-200761	01.6500.3.4310.930.5001.2150.38	SUPPLIES	60.57
		PO-200763	01.7091.0.4310.530.4760.2100.36	SUPPLIES	331.13
		PO-200795	01.7091.0.4310.035.4760.1000.36	SUPPLIES/MATERIALS	62.31
		PO-200799	01.0000.0.4310.280.1145.1000.00	SUPPLIES/MATERIALS	212.28
		PO-200801	01.0000.0.4310.075.1135.1000.00	SUPPLIES/MATERIALS	823.56
			01.0000.0.4310.075.1135.1000.00	SUPPLIES/MATERIALS	189.45
			01.0000.0.4310.075.1135.1000.00	SUPPLIES/MATERIALS	110.51
		PO-200802	01.0000.0.4310.075.0000.2700.00	SUPPLIES/MATERIALS	267.31
		PO-200831	01.0000.0.4310.220.0000.2700.00	SUPPLIES/MATERIALS	19.97
		PO-200833	01.0000.0.4310.035.1135.1000.00	SUPPLIES	319.51
		PO-200854	01.0000.0.4310.095.1135.1000.00	INSTRUCTIONAL MATERIALS	319.51
		PO-200860	01.0000.0.4310.025.1135.1000.00	SUPPLIES	305.43
		PO-200925	01.0000.0.4310.930.3100.2100.37	SUPPLIES	107.51
		PO-200928	01.0000.0.4310.310.0000.2700.00	SUPPLIES	77.31
			WARRANT TOTAL		\$20,440.38
50032214	115712 ORIENTAL TRADING COMPANY INC.				
		PO-200529	01.4124.0.4310.930.1135.1000.36	SUPPLIES	300.00
			01.4124.0.4310.930.1140.1000.36	SUPPLIES	100.00
			01.6010.0.4310.930.1110.1000.36	SUPPLIES	700.00
			WARRANT TOTAL		\$1,100.00
50032215	039009 PACIFIC GAS & ELECTRIC CO				
		PV-200421	01.0000.0.5520.000.9238.8200.00	3658034492-1 8/11	121,475.61
			WARRANT TOTAL		\$121,475.61
50032216	039053 PACIFIC GAS & ELECTRIC COMPANY				
		PV-200418	01.0000.0.5520.430.9238.8200.00	8072728893-0 8/11	24.18
		PV-200419	01.7230.0.4332.920.0000.3600.26	8918424747-9 8/11	184.07
			WARRANT TOTAL		\$208.25
50032217	113649 PERFORMANCE PEST MANAGEMENT				
		PO-200198	01.8150.0.5526.920.9312.8110.26	MAINTENANCE	6,450.00
			WARRANT TOTAL		\$6,450.00
50032218	039406 PERMA-BOUND BOOKS				
		PO-102964	01.3181.0.4310.370.1110.1000.31	SUPPLIES	39,521.36
			WARRANT TOTAL		\$39,521.36

APYBPHW H.00.01	HAYWARD UNIFIED SCHOOL DISTRICT	09/14/11	7
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER		
	FOR WARRANTS DATED 09/14/2011	BATCH: 0103 GENERAL B103	
WARRANT VENDOR	REFERENCE ACCOUNT CLASSIFICATION		
NUMBER NUMBER NAME (REMIT)	NUMBER Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION		AMOUNT
50032219 039713 PHI DELTA KAPPA	PO-200401 01.0000.0.4310.910.0000.2110.31 SUBSCRIPTIONS		95.00
	WARRANT TOTAL		\$95.00
50032220 040884 PRUDENTIAL OVERALL	PO-200202 01.0000.0.5800.920.9306.8200.26 MAINTENANCE		1,096.82
	WARRANT TOTAL		\$1,096.82
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 16	TOTAL AMOUNT OF WARRANTS:	\$240,345.33*

APYBRPHW H.00.01	HAYWARD	UNIFIED	SCHOOL	DISTRICT	09/14/11	8
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER					
	FOR WARRANTS DATED 09/14/2011			BATCH: 0104 GENERAL B104		
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION				
NUMBER	Fd Resc Y	Objt Sch	Goal Func Mn	DESCRIPTION		AMOUNT
50032221 108414 RECALL SECURE DESTRUCTION	PO-200617	01.0000.0.5800.930.9188.3900.37	SERVICES			102.04
	WARRANT TOTAL					\$102.04
50032222 109641 RECALL SECURE DESTRUCTION	PO-200865	01.0000.0.5800.910.0000.7300.22	SERVICES			299.88
	WARRANT TOTAL					289.55
						\$589.43
50032223 113471 SMART AND FINAL	PO-200664	01.5810.0.4310.930.1110.1000.36	SUPPLIES			93.93
	WARRANT TOTAL					77.75
						\$171.68
50032224 048204 SOUTHPAW ENTERPRISES	PO-102869	01.3313.0.4310.930.5770.1110.38	SUPPLIES/EQUIPMENT			814.23
	WARRANT TOTAL					1,574.93
						159.84
						\$2,549.00
50032225 107003 THYSSENKRUPP ELEVATOR CORP	PO-200235	01.8150.0.5610.920.9319.8110.26	BLANKET ORDER			332.00
	WARRANT TOTAL					776.00
						994.50
						\$2,102.50
50032226 100371 WHCI	PO-200260	01.8150.0.4310.920.9322.8110.26	MAINTENANCE			1,629.08
	WARRANT TOTAL					1,858.36
						349.45
						64.11
						\$3,901.00
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	6	TOTAL AMOUNT OF WARRANTS:			\$9,415.65*

APYBRPHW H.00.01	HAYWARD	UNIFIED	SCHOOL	DISTRICT	09/14/11	PAGE	9
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER						
	FOR WARRANTS DATED 09/14/2011				BATCH: 0105 GENERAL B105		
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION					
NUMBER	NUMBER	Fd	Resc	Y	Objt	Sch	Goal
50032227	114163	J	&	R	PENCE		
-----		-----					
	PO-201058	01.9367	0.5610	920.0000	8110.26	SERVICE	AMOUNT
		01.9367	0.5610	920.0000	8110.26	SERVICE	4,962.00
		01.9367	0.5610	920.0000	8110.26	SERVICE	221.27
		01.9367	0.5610	920.0000	8110.26	SERVICE	3,118.00
		01.9367	0.5610	920.0000	8110.26	SERVICE	1,493.00
		01.9367	0.5610	920.0000	8110.26	SERVICE	3,118.00
		01.9367	0.5610	920.0000	8110.26	SERVICE	7,511.00
		01.9367	0.5610	920.0000	8110.26	SERVICE	116.48
	WARRANT TOTAL						\$20,539.75
50032228	053385	UNITED	LABORATORIES				
	PO-200246	01.0000	0.4310	920.9306	8200.26	MAINTENANCE	410.28
	WARRANT TOTAL						\$410.28
50032229	103516	WAXIE	SANITARY	SUPPLY			
	PO-200256	01.0000	0.4310	920.9306	8200.26	MAINTENANCE	265.12
	WARRANT TOTAL						752.89
							\$1,018.01
50032230	103772	XEROX	CORPORATION				
	PO-201005	01.1100	0.5600	000.9193	2700.00	SERVICE	61,902.36
	WARRANT TOTAL						52,983.67
							\$114,886.03
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 4					TOTAL AMOUNT OF WARRANTS: \$136,854.07*

APYERPHW H.00.01	HAYWARD	UNIFIED	SCHOOL	DISTRICT	09/14/11	PAGE	10
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER				BATCH: 0106 GENERAL REIMB E106		
	FOR WARRANTS DATED 09/14/2011						
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION					
NUMBER	NUMBER	Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION					
50032231 116735 MARGOTH BARRON	PV-200414	01.4124.0.8699.000.0000.0000.00 REFUND				AMOUNT	
		WARRANT TOTAL				75.00	
						\$75.00	
50032232 018470 H.U.S.D. REVOLVING FUND	PV-200392	01.0000.0.4310.250.0000.2700.00 PETTY CASH 8				297.34	
		01.0000.0.4310.330.1140.1000.00 PETTY CASH 8				180.09	
		01.0000.0.4310.330.1140.1000.00 PETTY CASH 8				307.24	
		01.0000.0.4310.340.1140.1000.00 PETTY CASH 8				15.27	
		01.0000.0.4310.340.9306.8200.26 PETTY CASH 8				34.17	
		01.0000.0.4310.910.0000.7110.11 PETTY CASH 8				50.00	
		01.0000.0.4310.910.0000.7300.22 PETTY CASH 8				16.95	
		01.0000.0.4310.910.0000.7495.45 PETTY CASH 8				230.50	
		01.0000.0.4310.920.9300.8100.26 PETTY CASH 8				58.23	
		01.0000.0.4315.910.0000.7110.11 PETTY CASH 8				328.40	
		01.0000.0.5800.910.0000.2700.21 PETTY CASH 8				50.00	
		01.0000.0.5850.920.0000.7540.27 PETTY CASH 8				1,090.00	
		01.0000.0.5910.910.0000.7495.45 PETTY CASH 8				21.20	
		01.0000.0.7438.910.0000.9100.27 PETTY CASH 8				6,601.99	
		01.0000.0.7438.910.0000.9100.27 PETTY CASH 8				5,476.42	
		01.0350.0.4310.330.7035.1000.31 PETTY CASH 8				85.00	
		01.0480.0.4310.280.1110.1000.00 PETTY CASH 8				300.00	
		01.3010.0.5220.910.1110.2100.36 PETTY CASH 8				2,100.00	
		01.3010.0.5830.050.1110.1000.36 PETTY CASH 8				2,908.00	
		01.6386.0.4310.330.1140.1000.31 PETTY CASH 8				157.40	
		01.7091.0.4310.340.4760.1000.36 PETTY CASH 8				137.94	
		01.9412.0.5830.210.0000.2150.22 PETTY CASH 8				3,640.00	
		WARRANT TOTAL				\$24,086.14	
50032233 116732 NICOLE PAYNE	PV-200410	01.6010.0.8699.000.0000.0000.00 REFUND				150.00	
		WARRANT TOTAL				\$150.00	
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	3				TOTAL AMOUNT OF WARRANTS:	\$24,311.14*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/08/11	PAGE 1
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0000 Standard batching district	
FOR WARRANTS DATED 09/08/2011					
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION			
NUMBER	NUMBER	Fd Resc Y	Objt Sch	Goal Func Mn	DESCRIPTION
-----	-----	-----	-----	-----	-----
50032168	004200	CALIFORNIA TEACHERS ASSOC.	01.0000	0.9917	0000.0000.00 22-4201 CTA DUES
					WARRANT TOTAL
					24.54
					\$24.54
50032169	004803	HAYWARD UNIFIED SCHOOL	01.0000	0.9917	0000.0000.00 22-4803 HUSD-REV
					WARRANT TOTAL
					3,632.00
					\$3,632.00
50032170	008001	HAYWARD UNIFIED SCHOOL DISTR.	22-033078	01.0000	0.9915.0000.0000.00 22-8001 FIT
			22-033079	01.0000	0.9916.0000.0000.00 22-8002 SIT
			22-033080	01.0000	0.9506.0000.0000.00 22-8003 OASDI
			22-033081	01.0000	0.9506.0000.0000.00 22-8004 MEDICARE
			22-033087	01.0000	0.9506.0000.0000.00 22-8003 OASDI
			22-033088	01.0000	0.9506.0000.0000.00 22-8004 MEDICARE
					WARRANT TOTAL
					8,429.73
					2,423.66
					909.03
					1,167.28
					1,341.87
					1,167.27
					\$15,438.84
50032171	008010	HAYWARD UNIFIED SCHOOL DISTR.	22-033082	01.0000	0.9910.0000.0000.00 22-8010 DIRECT D
					WARRANT TOTAL
					51,766.34
					\$51,766.34
50032172	009100	UNION BANK OF CALIFORNIA	22-033085	01.0000	0.9914.0000.0000.00 22-9100 PARS
			22-033086	01.0000	0.9914.0000.0000.00 22-9100 PARS
					WARRANT TOTAL
					79.73
					79.73
					\$159.46
50032173	009500	TAX DEFERRED SERVICES INC.	22-033083	01.0000	0.9914.0000.0000.00 22-9002 AMERICAN
			22-033084	01.0000	0.9914.0000.0000.00 22-9015 GREAT AM
					WARRANT TOTAL
					100.00
					200.00
					\$300.00
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	6	TOTAL AMOUNT OF WARRANTS:	\$71,321.18*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS:	6	TOTAL AMOUNT OF WARRANTS:	\$71,321.18*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11	PAGE 15
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER			
		FOR WARRANTS DATED 09/21/2011		BATCH: 0122 ADULT B122	
WARRANT VENDOR NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT	
50032406	101088 AMERICAN RED CROSS	PO-200325	11.0399.0.4310.470.4285.1000.32 MATERIALS/SUPPLIES WARRANT TOTAL	378.00 \$378.00	
50032407	112795 BEARCOM	PO-200964	11.0399.0.4310.470.0000.8200.32 EQUIPMENT WARRANT TOTAL	203.04 \$203.04	
50032408	113562 BUSINESS PRODUCTS & SUPPLIES	PO-200326	11.0399.0.4310.470.4110.2700.32 SUPPLIES WARRANT TOTAL	814.29 \$814.29	
50032409	116762 GERARDO C. DURAN CABRERA JR.	PV-200459	11.5601.0.5830.470.0000.3110.32 STEM WRK BASED LEARNING 6325 WARRANT TOTAL	232.00 \$232.00	
50032410	114263 ENT NETWORKS INC.	PO-200316	11.0399.0.4310.470.4110.2700.32 MAINTENANCE 11.0399.0.5610.470.4110.2700.32 MAINTENANCE WARRANT TOTAL	2,458.36 137.46 \$2,595.82	
50032411	110339 VERONICA EWING	TC-200078	11.5601.0.5210.470.0000.3110.32 MIL 8/17 WARRANT TOTAL	37.41 \$37.41	
50032412	116763 JERRY GAINES	PV-200458	11.5601.0.5830.470.0000.3110.32 STEM WRK BASED LEARNING 6345 WARRANT TOTAL	200.00 \$200.00	
50032413	112971 GE MONEY BANK/AMAZON	PO-200691	11.0399.0.4310.470.4170.1000.32 SUPPLIES WARRANT TOTAL	399.40 \$399.40	
50032414	116731 ANJIA GLOVER	PV-200427	11.5601.0.5830.470.0000.3110.32 STEM WORK BASED LEARNING 6328 WARRANT TOTAL	200.00 \$200.00	
50032415	116721 JULISSA YASILE GONZALEZ	PV-200429	11.5601.0.5830.470.0000.3110.32 STEM WRK BASED LEARNING 6340 WARRANT TOTAL	448.00 \$448.00	
50032416	114883 ANGELA HOLMES	TC-200076	11.5601.0.5210.470.0000.3110.32 MIL 8/31 WARRANT TOTAL	56.41 \$56.41	
50032417	116765 JAZMINE JENKINS	PV-200457	11.5601.0.4310.470.0000.3110.32 WIA YOUTH REIMB 6326 WARRANT TOTAL	182.86 \$182.86	
50032418	116722 NIESA SYMONE JOHNSON	PV-200453	11.5601.0.5830.470.0000.3110.32 STEM WRK BASED LEARNING 6329 WARRANT TOTAL	232.00 \$232.00	
50032419	116676 DAISY MARTINEZ HERNANDEZ	PV-200454	11.5601.0.5830.470.0000.3110.32 STEM WRK BASED LEARNING 6327 WARRANT TOTAL	136.00 \$136.00	
50032420	116764 ARIELLE OLACHEA	PV-200456	11.5601.0.4310.470.0000.3110.32 WIA YOUTH REIMB 6339 WARRANT TOTAL	350.00 \$350.00	
50032421	039053 PACIFIC GAS & ELECTRIC COMPANY	PV-200426	11.0399.0.5520.470.0000.8200.32 6942982829-1 9/11	11,090.70	

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
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WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032422	100163 SAVE MART SUPERMARKETS	PO-200340	11.0399.0.4315.470.4110.2700.32 SUPPLIES	\$11,090.70
			WARRANT TOTAL	167.20
50032423	114892 HECTOR TOPETE	TC-200077	11.5601.0.5210.470.0000.3110.32 MIL 8/31	\$167.20
			WARRANT TOTAL	33.30
50032424	114420 YOU NAME IT PROMOTIONS	PO-200853	11.9408.0.4310.470.4110.2700.32 SUPPLIES	\$33.30
			WARRANT TOTAL	297.98
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 19	TOTAL AMOUNT OF WARRANTS:	\$297.98
				\$18,054.41*

APYRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/14/11		PAGE 11	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 09/14/2011		BATCH: 0107 ADULT B107	
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	DESCRIPTION	AMOUNT	
50032234	116670	N'KAYLA BARNES	PV-200404	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	240.00	
				WARRANT TOTAL		\$240.00	
50032235	115688	BERKELEY YOUTH ALTERNATIVES	PV-200406	11.5601.0.5830.470.0000.3110.32	EMPLOYMENT PLUS II PROGRAM	70,000.00	
				WARRANT TOTAL		\$70,000.00	
50032236	116667	ANGEL BUTLER	PV-200398	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	304.00	
				WARRANT TOTAL		\$304.00	
50032237	116669	EVA TOVAR GIL	PV-200397	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	408.00	
				WARRANT TOTAL		\$408.00	
50032238	116731	ANJIA GLOVER	PV-200408	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	280.00	
				WARRANT TOTAL		\$280.00	
50032239	018470	H.U.S.D. REVOLVING FUND	PV-200393	11.0399.0.4310.470.4110.2700.32	PETTY CASH 9	84.23	
				WARRANT TOTAL		\$84.23	
50032240	116734	ALICIA HERRERA	PV-200411	11.0399.0.8671.000.4170.0000.00	REFUND	35.00	
				WARRANT TOTAL		\$35.00	
50032241	116679	JACQUELINE LIZETTE LOPEZ	PV-200396	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	216.00	
				WARRANT TOTAL		\$216.00	
50032242	116676	DAISY MARTINEZ HERNANDEZ	PV-200400	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	180.00	
				WARRANT TOTAL		\$180.00	
50032243	116680	YESSICA MORA	PV-200401	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	156.00	
				WARRANT TOTAL		\$156.00	
50032244	116664	ANA CATARINA MORAES	PV-200402	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	234.00	
				WARRANT TOTAL		\$234.00	
50032245	036945	OFFICE DEPOT	PO-200317	11.5601.0.4310.470.0000.3110.32	SUPPLIES/MATERIALS	296.24	
			PO-200323	11.0399.0.4310.470.4110.2700.32	SUPPLIES	1,108.61	
				WARRANT TOTAL		\$1,404.85	
50032246	116662	JONATHAN SAGE	PV-200405	11.5601.0.5830.470.0000.3110.32	STEM WORK BASED LEARNING	228.00	
				WARRANT TOTAL		\$228.00	
50032247	057292	WASTE MANAGEMENT	PV-200415	11.0399.0.5515.470.0000.8200.32	4583 8/16-8/31	377.00	
				WARRANT TOTAL		\$377.00	
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 14	TOTAL AMOUNT OF WARRANTS:		\$74,147.08*	

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11	PAGE 12
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER			
		FOR WARRANTS DATED 09/21/2011		BATCH: 0119 CNS FUND 13 B119	
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION			
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION			AMOUNT
50032386 002996 BERKELEY FARMS	PO-200097	13.5310.0.4710.520.0000.3700.23 FOOD			28,812.93
		WARRANT TOTAL			\$28,812.93
50032387 101087 BUENA VISTA FOODS	PO-200027	13.5310.0.4710.520.0000.3700.23 SUPPLIES			1,191.60
		WARRANT TOTAL			\$1,191.60
50032388 110330 BUNZL LIVERMORE	PO-200001	13.5310.0.4310.520.0000.3700.23 SUPPLIES			744.00
		WARRANT TOTAL			\$744.00
50032389 009194 DON LEE FARMS	PO-200029	13.5310.0.4710.520.0000.3700.23 SUPPLIES			11,947.52
		WARRANT TOTAL			\$11,947.52
50032390 104135 HIROMI FUKUIZUMI	TC-200070	13.5310.0.5210.520.0000.3700.23 MILEAGE 8/23-9/16/11			19.08
		WARRANT TOTAL			\$19.08
50032391 115195 MISSION FOOD PRODUCTS	PO-200026	13.5310.0.4710.520.0000.3700.23 FOOD			61.86
		13.5310.0.4710.520.0000.3700.23 FOOD			32.22
		13.5310.0.4710.520.0000.3700.23 FOOD			80.55
		13.5310.0.4710.520.0000.3700.23 FOOD			65.44
		WARRANT TOTAL			\$240.07
50032392 036945 OFFICE DEPOT	PO-200017	13.5310.0.4310.520.0000.3700.23 SUPPLIES			302.75
		WARRANT TOTAL			\$302.75
50032393 106102 TOOLS FOR SCHOOLS	PO-200016	13.5310.0.4710.520.0000.3700.23 FOOD			675.00
		WARRANT TOTAL			\$675.00
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 8	TOTAL AMOUNT OF WARRANTS:			\$43,932.95*

APYBRPHW H.00.01		HAYWARD		UNIFIED	SCHOOL	DISTRICT	09/14/11	PAGE	14
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER							
		FOR WARRANTS DATED 09/14/2011		BATCH: 0109 CNS FUND 13 B109					
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION							
NUMBER	NUMBER	Fd Resc Y	Objt Sch	Goal Func	Mn DESCRIPTION				AMOUNT
50032259	113975 A & B PRODUCE	PO-200023	13.5310.0.4710.520.0000.3700.23	FOOD					17,202.75
					WARRANT TOTAL				\$17,202.75
50032260	110330 BUNZL LIVERMORE	PO-200001	13.5310.0.4310.520.0000.3700.23	SUPPLIES					744.00
			13.5310.0.4310.520.0000.3700.23	SUPPLIES					1,116.00
				WARRANT TOTAL					\$1,860.00
50032261	103370 LUNCHBYTE SYSTEMS INC.	PV-200403	13.5310.0.5830.520.0000.3700.23	INV 46796					28.00
				WARRANT TOTAL					\$28.00
50032262	116740 ROSE & SHORE INC.	PO-201044	13.5310.0.4710.520.0000.3700.23	SUPPLIES					8,190.00
				WARRANT TOTAL					\$8,190.00
50032263	114738 S.A. PIAZZA & ASSOC. LLC	PO-200021	13.5310.0.4710.520.0000.3700.23	SUPPLIES					7,788.00
				WARRANT TOTAL					\$7,788.00
50032264	103471 SYSCO FOOD SERVICES OF SAN	PO-200019	13.5310.0.4310.520.0000.3700.23	FOOD/INSTRUCTIONAL MATERIALS					12,434.22
			13.5310.0.4710.520.0000.3700.23	FOOD/INSTRUCTIONAL MATERIALS					95,088.71
				WARRANT TOTAL					\$107,522.93
50032265	106102 TOOLS FOR SCHOOLS	PO-200016	13.5310.0.4710.520.0000.3700.23	FOOD					675.00
				WARRANT TOTAL					\$675.00
50032266	103772 XEROX CORPORATION	PO-200006	13.5310.0.5620.520.0000.3700.23	LEASE					39.33
				WARRANT TOTAL					\$39.33
***	BATCH TOTALS ***								
		TOTAL NUMBER OF WARRANTS:	8		TOTAL AMOUNT OF WARRANTS:				\$143,306.01*

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
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BATCH: 0124 CHILD B124
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WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032430	112460 AT&T	PV-200449	12.6105 0.5930.540.0001.2700.33 786-4546-788 9/2011	63.19
WARRANT TOTAL				\$63.19
TOTAL NUMBER OF WARRANTS: 1				TOTAL AMOUNT OF WARRANTS: \$63.19*
TOTAL NUMBER OF WARRANTS: 152				TOTAL AMOUNT OF WARRANTS: \$1,804,414.64*

*** BATCH TOTALS ***
*** DISTRICT TOTALS ***

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/21/2011

BATCH: 0123 DEFERRED B123

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WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032425	001478 AMERICAN AIR CONDITIONING CO.	PO-200076	14.0000.0.5610.000.9408.8110.26 MAINTENANCE	498.00
			WARRANT TOTAL	\$498.00
50032426	113554 EXTRA MILE EXCAVATING	PO-200136	14.0000.0.5610.000.9414.8110.26 SERVICES	2,000.00
			WARRANT TOTAL	\$2,000.00
50032427	112940 FUNCTIONAL FLOORS	PO-200145	14.0000.0.5610.000.9406.8110.26 MAINTENANCE	735.00
			WARRANT TOTAL	\$735.00
50032428	113991 INDEPENDENT LEAK DETECTION	PO-200167	14.0000.0.5610.000.9414.8110.26 MAINTENANCE	240.00
			WARRANT TOTAL	\$240.00
50032429	116657 US AIR CONDITIONING	PO-200812	14.0000.0.5610.000.9408.8110.26 MAINTENANCE	21.14
			WARRANT TOTAL	\$21.14
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	5	TOTAL AMOUNT OF WARRANTS:
				\$3,494.14*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/14/11	PAGE 16
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER			
		FOR WARRANTS DATED 09/14/2011		BATCH: 0111 DEFERRED BILL	
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION			
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION			AMOUNT
50032269 116488 AIR MAZE SERVICES INC.	CL-101351 14.0000.0.5610.000.9408.8110.26 12287 PO102926				1,595.00
	PO-200825 14.0000.0.5610.000.9408.8110.26 MAINTENANCE				245.00
	WARRANT TOTAL				\$1,840.00
50032270 116643 DRYCO CONSTRUCTION INC.	PO-200922 14.0000.0.5610.000.9412.8110.26 MAINTENANCE				16,370.00
	WARRANT TOTAL				\$16,370.00
50032271 104604 EAST BAY PUMP & EQUIPMENT	PO-200124 14.0000.0.5610.000.9408.8110.26 SERVICE				15,301.00
	WARRANT TOTAL				\$15,301.00
50032272 112940 FUNCTIONAL FLOORS	PO-200145 14.0000.0.5610.000.9406.8110.26 MAINTENANCE				850.00
	WARRANT TOTAL				\$850.00
50032273 114749 R.G. CUSTOM PAINTING INC.	PO-200205 14.0000.0.5610.000.9410.8110.26 MAINTENANCE				5,200.00
	WARRANT TOTAL				\$5,200.00
50032274 046815 S & S CUMMINS CORP.	PO-200212 14.0000.0.5610.000.9404.8110.26 MAINTENANCE				4,480.00
	WARRANT TOTAL				\$4,480.00
50032275 113488 SIGNET TESTING LABS	PO-200824 14.0000.0.5610.000.9400.8110.26 MAINTENANCE				747.00
	WARRANT TOTAL				\$747.00
50032276 112091 SOUTO BROS.	PO-200222 14.0000.0.5610.000.9412.8110.26 MAINTENANCE				7,750.00
	WARRANT TOTAL				\$7,750.00
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 8	TOTAL AMOUNT OF WARRANTS:			\$52,538.00*

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
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WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Obj't Sch Goal Func Mn DESCRIPTION	AMOUNT
50032404	116326 ACIES ENGINEERING	PO-181190	40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICES	136.42
			40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICES	467.50
			40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICES	112.00
			40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICES	467.50
			WARRANT TOTAL	\$1,183.42
50032405	115710 EDGEWATER PLUMBING OF BENICIA	PO-200280	40.9343.0.5830.520.0000.8500.23 MAINTENANCE	4,060.00
			WARRANT TOTAL	\$4,060.00
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS:	\$5,243.42*

APYBRPHW H.00.01	HAYWARD UNIFIED SCHOOL DISTRICT	09/14/11	PAGE 15
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER		
	FOR WARRANTS DATED 09/14/2011	BATCH: 0110 SPECIAL RESERVE B110	
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION	
NUMBER	NUMBER	FD Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032267	116475	IDEAL DESIGN & ENGINEERING	
		PO-200945	40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICES
			WARRANT TOTAL
			2,800.00
			\$2,800.00
50032268	116114	RESTAURANT DESIGN CONCEPTS	
		PO-181068	40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICE
			40.9343.0.5830.520.0000.8500.23 CONTRACTED SERVICE
			WARRANT TOTAL
			76.37
			89.52
			\$165.89
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS: \$2,965.89*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		09/21/11	PAGE 13
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER			
		FOR WARRANTS DATED 09/21/2011		BATCH: 0120 BOND B120	
WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT	
50032394	115763 ALL CITY MANAGEMENT SERVICES	PO-200623	22.9908.0.6271.020.9201.8500.00 SERVICE WARRANT TOTAL	503.70 \$503.70	
50032395	009827 DURHAM SCHOOL SERVICES	PO-200619	22.9908.0.6271.020.9201.8500.00 SERVICES 22.9908.0.6271.030.9201.8500.00 SERVICES WARRANT TOTAL	45,425.59 18,759.70 \$64,185.29	
50032396	114344 EAST BAY BLUE PRINT	PO-200592	22.9908.0.6245.020.9201.8500.00 SERVICES 22.9908.0.6245.030.9201.8500.00 SERVICES 22.9908.0.6245.080.9201.8500.00 SERVICES 22.9908.0.6245.095.9201.8500.00 SERVICES 22.9908.0.6245.240.9201.8500.00 SERVICES WARRANT TOTAL	70.85 70.85 70.85 70.85 70.85 \$354.25	
50032397	100052 GRAINGER	PO-180534	22.9908.0.6271.020.9201.8500.00 INTERIM HOUSING 22.9908.0.6271.030.9201.8500.00 INTERIM HOUSING WARRANT TOTAL	61.31 61.30 \$122.61	
50032398	113922 HIBSER YAMAUCHI	PO-200536	22.9908.0.6210.240.9201.8500.00 CONTRACT SERVICES WARRANT TOTAL	23,145.17 \$23,145.17	
50032399	111577 LOZANO SMITH	PO-200932	22.9908.0.6215.020.9201.8500.00 SERVICES WARRANT TOTAL	27.50 \$27.50	
50032400	112091 SOUTO BROS.	PO-200933	22.9908.0.6271.095.9201.8500.00 SERVICES WARRANT TOTAL	8,972.00 \$8,972.00	
50032401	109619 UNITED INSPECTION	PO-200510	22.9908.0.6290.095.9201.8500.00 SERVICES WARRANT TOTAL	15,262.50 \$15,262.50	
50032402	115922 VANIR CONSTRUCTION MANAGEMENT	PO-200358	22.9908.0.6270.080.9201.8500.00 CONSTRUCTION WARRANT TOTAL	159,282.00 \$159,282.00	
50032403	103772 XEROX CORPORATION	PO-200792	22.9908.0.5612.020.9201.8500.00 LEASE AGREEMENT WARRANT TOTAL	298.98 \$298.98	
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 10	TOTAL AMOUNT OF WARRANTS:	\$272,154.00*	

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNITED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/14/2011
BATCH: 0108 BOND B108

WARRANT VENDOR

WARRANT VENDOR	NUMBER	NUMBER	NAME	(REMIT)
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REFERENCE	ACCOUNT CLASSIFICATION
NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION

AMOUNT

50032248	115763	ALL CITY MANAGEMENT SERVICES	PO-200623	22.9908	0.6271	0.00	9201.8500	00	SERVICE	
										WARRANT TOTAL
										503.70
										\$503.70

50032249	115587	CONSOLIDATED ENGINEERING LABS	PO-200643	22.9908.0.6291.020.9201.8500.00	SERVICES	11,749.59
				22.9908.0.6291.240.9201.8500.00 <td>SERVICES <td>10,417.14</td> </td>	SERVICES <td>10,417.14</td>	10,417.14
					WARRANT TOTAL	22,166.73

50032350	009827	DURHAM SCHOOL SERVICES	PO-200619	22.9908	0.6271	020.9201	8500.00	SERVICES	7,200.00
				22.9908	0.6271	030.9201	8500.00	SERVICES	7,200.00
								WARRANT TOTAL	\$14,400.00

[illegible]

50032252	113921	LCA ARCHITECTS	PO-200506	22.9908	0.6210	0.020	9201.8500	0.00	MAINTENANCE	50,674.00
							WARRANT TOTAL			\$50,674.00

[illegible]

	50032254	036945	OFFICE DEPOT		
				PO-200645	22.9908.0.6400.240.9201.8500.00 CONSTRUCTION WARRANT TOTAL
					5,813.38
					\$5,813.38

50032255	114749	R.G. CUSTOM PAINTING INC.	PO-200982	22.9908	0.6271	0.95.9201.8500.00	SERVICE	6,550.00
							WARRANT TOTAL	\$6,550.00

50032256	110326	VANIR CONSTRUCTION MANAGEMENT	PO-200357	22.9908	0.6270	.020	9201.8500	.00	MAINTENANCE	1,581,087.00
				22.9908	0.6270	.030	9201.8500	.00	MAINTENANCE	800,776.00
				22.9908	0.6270	.080	9201.8500	.00	MAINTENANCE	1,619,389.00
				22.9908	0.6270	.095	9201.8500	.00	MAINTENANCE	625,418.00
				22.9908	0.6270	.240	9201.8500	.00	MAINTENANCE	1,592,857.00
				WARRANT TOTAL						\$6,219,527.00

50032257	115922	VANIR CONSTRUCTION MANAGEMENT	PO-200358	22.9908.0.6270.020.9201.8500.00	CONSTRUCTION	164,111.00
				22.9908.0.6270.030.9201.8500.00	CONSTRUCTION	76,767.00
				22.9908.0.6270.095.9201.8500.00	CONSTRUCTION	51,347.00
				22.9908.0.6270.240.9201.8500.00	CONSTRUCTION	144,485.00
				WARRANT TOTAL		\$436,710.00

50032258	114728	VISTA ENVIRONMENTAL
PO-200937	22.9908.	0.6241.240.9201.8500.00 SERVICES
	22.9908.	0.6241.240.9201.8500.00 SERVICES
	22.9908.	0.6241.240.9201.8500.00 SERVICES
		WARRANT TOTAL
		\$25,778.00
		14,243.00
		1,145.00
		10,390.00

APYBRPHW H.00.01
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HAYWARD UNIFIED SCHOOL DISTRICT
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WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
TOTAL NUMBER OF WARRANTS: 11				
TOTAL AMOUNT OF WARRANTS:				\$6,878,572.46*

*** BATCH TOTALS ***

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
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BATCH: 0112 SCHOOL FACILITIES B112
09/14/11 PAGE 17

WARRANT VENDOR NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032277	114163 J & R FENCE	PO-201065	35.7713.0.6170.920.9022.8500.26 SERVICE	7,458.00
WARRANT TOTAL				\$7,458.00
*** BATCH TOTALS ***				\$7,458.00*
*** DISTRICT TOTALS ***				\$7,832,015.99*

TOTAL NUMBER OF WARRANTS: 1
TOTAL AMOUNT OF WARRANTS:

TOTAL NUMBER OF WARRANTS: 104
TOTAL AMOUNT OF WARRANTS:

Agenda Item:	G.3.
Page Number:	1 of 1
Bd. Meeting Date:	10/12/11
Consent:	<u>X</u>
	Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez, Associate Superintendent
Lety Salinas, Executive Director, Academic Affairs

SUBJECT: OVERNIGHT STUDY TRIPS

BOARD GOAL: #1 Prepare all students, beginning with kindergarten, to be college-ready by meeting CSU/ UC A-G requirements

ACTION PLAN ITEM:

Purpose of Presentation

To present study trips for Board consideration.

History/Background

a) Mt. Eden – **December 15-17, 2011:** Twelve 9-12th grade students will participate in a basketball tournament in Modesto, California. Students will travel by private vehicle and be lodged in a hotel. There will be one male chaperone and two female chaperones. Sandra Molina, teacher, and Chauncy Haynes will be in charge of this trip.

Implementation

There is no cost for students. Fundraisers will finance this trip. No student will be denied participation due to lack of funds. The event will take place Thursday, December 15 through Saturday, December 17.

b) Mt. Eden – **December 18-22, 2011:** Thirteen 9-12th grade students will participate in a basketball tournament in Las Vegas, Nevada. Students will travel by private vehicle and be lodged in a hotel. There will be two male chaperones and one female chaperone. Chauncy Haynes will be in charge of this trip.

Implementation

The cost is \$125 for students. Fundraisers will finance this trip. No student will be denied participation due to lack of funds. The event will take place Sunday, December 18 through Thursday, December 22.

Recommendation

Approve above mentioned study trips.

Agenda Item:	G.4.
Page Number:	1 of 8
Bd. Meeting Date:	10/12/11
Consent:	<u> x </u> yes no

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez, Associate Superintendent
Chien Wu-Fernandez, Executive Director Student and Family Support Programs

SUBJECT: Approve 2011-2012 Memorandum of Understanding for Alameda County Office of Education

BOARD GOAL: #8 District will provide a safe and healthy learning environment

Purpose of Presentation

The purpose of the partnership with ACOE is to provide 15 physical activity and nutrition education trainings for AmeriCorps members and Youth Enrichment Program (YEP) staff.

History/Background

Alameda County Office of Education (ACOE) has been collaborating with HUSD's AmeriCorps program to support the implementation of a Nutrition Education and Physical Activity program for AmeriCorps and YEP staff. ACOE will provide training focused on two key areas: After School Activities for students and Parent Center Activities for parents. The after school activities concentrate on nutrition and fitness, community events and community service projects. The Parent Center activities include the following: nutrition, cooking, and health classes; fitness activities; outreach to parents and dissemination of information on community health resources.

As part of the Board direction last spring, the Student and Parent Support Programs Coordinator, Ms. Jessica Saavedra requested proposals from similar programs. At this time we were not able to find comparable programs in the Hayward area. The closest match was Fresh Approach and they are currently in transition.

Implementation

ACOE will provide professional experts to train AmeriCorps and YEP staff on best practices and strategies to implement cooking, nutrition and physical education activities for parents and students. AmeriCorps and YEP staff will use knowledge acquired from these trainings to implement the health and wellness goals and objectives of the AmeriCorps and YEP grants.

Recommendation

Approve Memorandum of Understanding

Fund: Title IV, B 21st Century CLC and Other Federal

Program: YEP (21st) and VIVA Bien, Coma Bien, Sientase Bien Americorps Program

Amount: 24,942

Budgeted: Yes

Restricted: Yes No



Hayward Unified School District
Building a Culture of Success: "ALL Means ALL"
Student and Parent Support Programs

AmeriCorps and Youth Enrichment Program

MEMORANDUM OF UNDERSTANDING
Fiscal Year 2011 - 2012

This Memorandum of Understanding is entered into by the Hayward Unified School District (HUSD) and the Alameda County Office of Education (ACOE), Project Eat in order to train Youth Enrichment Program (YEP) staff and AmeriCorps members in the implementation of high quality nutrition and physical education activities.

The term of this agreement shall be October 2011- June 2012.

AGENCY CONTRIBUTIONS

The two agencies, ACOE and HUSD will work together in offering fifteen trainings for AmeriCorps members and select YEP staff. Project Eat will provide nutrition education and physical activity training for AmeriCorps members and YEP staff for a total of \$24,942.

1. Provide physical activity training for AmeriCorps and select YEP including:
 - 1 day of SPARK Physical Education Curriculum Training
 - ½ day of Adult Physical Activity Training
 - 1 day follow up training
2. Provide nutrition education cooking connection training for AmeriCorps members and select YEP staff including:
 - Six ½ day trainings on nutrition education with cooking practicum as a vehicle to integrate nutrition education (4 cooking classes and 2 Botany on Your Plate trainings)
 - Facilitate and provide nutrition education garden connection training for AmeriCorps members including: Six ½ day trainings on nutrition education with gardening practicum as a vehicle to integrate nutrition education
 - Present and coordinate the Community Educator Toolkit for AmeriCorps members
 - Two days of School Health Index Training for AmeriCorps management team

OBJECTIVES/GOALS

HUSD AmeriCorps Grant activities focus on two key areas: After School Activities for students and Parent Center Activities for parents. The after school activities concentrate on nutrition and fitness, community events and community service projects. The Parent Center activities include the following programs: nutrition, cooking, and health classes; fitness activities; outreach to parents, dissemination of information on community health resources; an 8 week series of weekly courses held twice each year; monthly classes on lifestyle, health risks, chronic diseases; gardening and garden-based nutrition education.



Hayward Unified School District
Building a Culture of Success: "ALL Means ALL"
Student and Parent Support Programs

AUTHORIZED APPROVAL

Sheila Jordan
Superintendent
Alameda County Office of Education

Date:

Christy Gerren
Director
Student and Parent Support Program

Date:

9/21/11



**ALAMEDA COUNTY OFFICE OF EDUCATION
HAYWARD, CALIFORNIA
Sheila Jordan, Superintendent
Educational Services**

**SCOPE OF WORK PROSPECTUS
Project EAT – Educate, Act, Thrive & Hayward Unified School District
AmeriCorps Training 2011—2012**

DATES	SERVICE	RESPONSIBLE PARTY	EVALUATION
10/13/11-5/31/12	1. Facilitate and provide physical activity training for Americorps members & YEP staff including: 1 day of SPARK, ½ day of Adult Physical Activity Training, 1 day of follow-up training.	Craig McKinley	Agenda, participant feedback forms, sign-in sheets
10/13/11-5/31/12	2. Facilitate and provide nutrition education cooking connection training for Americorps members & YEP staff including: 4 ½ day trainings	Malila Becton, Tiffany Chenoweth, Yadira Torres, Eva Wert, Cooking & Community Specialists	Agenda, participant feedback forms, sign-in sheets
10/13/11-5/31/12	3. Facilitate and provide nutrition education training for Americorps members & YEP staff including: 2 days of Botany on Your Plate curriculum	Christine Manoux – Botany on Your Plate specialist	Agenda, participant feedback forms, sign-in sheets
10/13/11-5/31/12	4. Facilitate and provide nutrition education garden connection training for Americorps members including: Six ½ day trainings	Josh Bennett – Community Outreach Specialist	Agenda, participant feedback forms, sign-in sheets
10/2011-3/31/12	5. Coordinate Community Educator Toolkit training for Americorps members	Debra Israel – Coordinator	Agenda, participant feedback forms, sign-in sheets

DATES	SERVICE	RESPONSIBLE PARTY	EVALUATION
10/2011-3/31/12	6. As the Project EAT liaison, oversee coordination of all aspects of Nutrition Education and Physical Activity training for Americorps members	Debra Israel – Coordinator	Summary report documenting all Project EAT activities
	7. Plan and implement School Health Index(SHI) training for Americorps management team	Chris Boynton – Director	Agenda, feedback forms, sign-in sheets
	8. Plan and coordinate all trainings with Project EAT staff	TBD – Professional Development Specialist	Summary report documenting all activities, activity report folders

Concurred:

Contractor

Alameda County Office of Education

Debra Israel

3816 Everett Avenue
Oakland, CA 94602
(510) 530-5177
dvorai@mac.com

SUMMARY OF SKILLS

Program Management Experience

- Supervised, coached, and evaluated Nutrition Project staff members
- Collaborated with leadership team to plan and implement Nutrition Project scope of work
- Facilitated collaborative projects between Nutrition Project and Food Services staff
- Monitored Hayward Nutrition Project budget
- Monitored and supervised implementation of the Nutrition Project scope of work and program evaluation in Hayward
- Supported implementation of Nutrition Project throughout the county through coaching & training
- Facilitated and monitored purchasing of Nutrition Project materials with the Hayward Unified purchasing department
- Facilitated the implementation of nutrition education and physical activity professional development with classroom teachers and youth advisory council
- Developed, implemented, and supported nutrition and physical activity programs and professional development for 26 after-school sites in Hayward
- Participated in nutrition assessment/evaluations at school sites with principals, food service staff, and faculty members
- Collaborated on the design of a staff development and supervision model for the Hayward Nutritional Learning Community Project
- Prepared agendas and facilitated staff meetings
- Maintained documents and wrote state & federal reports on program activities
- Coordinated a community collaborative after-school program at an Oakland Middle School
- Coordinated an adolescent health education prevention program in West Contra Costa County Schools
- Recruited, trained, and supervised adult and youth volunteers for an adolescent health education program
- Administered outreach services for a music, art, and drama HIV/AIDS youth program in Alameda County
- Conducted outreach, training and supervision of a school based conflict manager program
- Provided opportunities for students to be engaged in school site service learning activities

Leadership Experience

- Facilitated and actively participated on the Hayward Unified Coordinated School Health Council
- Member of the strategic leadership team for Project EAT
- Participated in a work group as a part of a Promise Neighborhood planning grant
- Presented to the Promise Neighborhood Advisory Council on work group recommendations
- Member of the Mayor's Wrap-Around Services Task Force, Oakland, CA
- Chaired an educational reform school site work group

- Participated on a school site steering committee for effective school wide reform at an Oakland elementary school
- As a teacher leader participated as an active member of the faculty council, school site council, and the Oakland Education Association
- School site representative on the Accountability and Assessment Task Force with the Oakland Education Association, and the Small Schools Task Force with Oakland Community Organizations (OCO)
- Volunteer community organizer for OCO
- Speaker at Oakland Unified School Board and Oakland City Council meetings and community actions with an emphasis on school reform
- Team leader for the fourth grade teaching staff
- Initiated a school site inquiry project with a focus on school site services for parents and their children at Bret Harte Middle School in Oakland
- Chaired a Youth Advisory Council for an after school academy at Bret Harte Middle School
- Coordinated a parent advocacy council for Bret Harte Community Academy
- Facilitated parent involvement in after school advocacy campaign in Oakland
- Lobbied public officials regarding education advocacy issues
- Provided testimony to the state of California in support of statewide school improvement

Research Experience

- Led a collaborative inquiry team at a middle school in Oakland with an emphasis on the development of site services for parents and their children
- Created and implemented needs assessment surveys for parents at a middle school in Oakland
- Conducted focus groups of middle school students with a focus on study skills
- Collected and analyzed data from a school district website, library resources, government reports, and Internet publications regarding student achievement and the impact of family involvement
- Produced and presented a PowerPoint presentation of related findings and recommendations for school site services at a middle school in Oakland.

Technical Experience

- PC and Macintosh
- Microsoft Word, Excel, Power Point, Publisher, Microsoft Project
- Internet
- Outlook

WORK EXPERIENCE

- **Nutrition Education Coordinator**
Project EAT
Alameda County Office of Education
July 2008 - Present
- **Nutrition Education Project Coordinator**
Hayward Nutritional Learning Community Project
Hayward Unified School District
February, 2007 – June, 2008
- **Nutrition Education Program Operations Manager**
November, 2005 – February, 2007

Hayward Nutritional Learning Community Project
Hayward Unified School District

- **Nutrition Education Curriculum Coordinator/After-School & Community**
Hayward Nutritional Learning Community Project
Hayward Unified School District
August, 2004 – October, 2005
- **Program Coordinator-** Bret Harte Area Community Collaborative
Bret Harte Middle School, Oakland
September, 2001- June, 2004
- **Teacher** – Oakland Unified School District – Garfield Elementary School
Sheltered English, 2nd & 4th Grades
April, 1997- June, 2001
- **Program Coordinator** – American Red Cross
Reaching Adolescents and Parents
February, 1994 -March, 1997
- **Peer Education Coordinator** – AIDS Project of the East Bay
Music-Art-Drama Program
December, 1992-February, 1994

EDUCATION

M.S. Educational Leadership
Administrative Credential
California State University East Bay

Multiple Subjects Teaching Credential, California State University East Bay

B.S. Health Science – Community Health Education, San Francisco State University

Agenda Item:	G.5.				
Page Number:	1 of 3				
Bd. Meeting Date:	10/12/11				
Consent:	<table><tr><td><u>X</u></td><td></td></tr><tr><td>yes</td><td>no</td></tr></table>	<u>X</u>		yes	no
<u>X</u>					
yes	no				

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez, Associate Superintendent
Chien Wu-Fernandez
Executive Director of Student and Family Support Services

SUBJECT: Approve 2011-2012 Memorandum of Understanding for Thornhill Publishing

GOAL: #5 Guided by a commitment to equity, create an environment which promotes an actively engaged and supportive community

PURPOSE OF PRESENTATION

The purpose of the presentation is to recommend the approval of the memorandum of understanding with Thornhill Publishing.

HISTORY/BACKGROUND:

Thornhill Publishing is a well known provider of legal training. Thornhill Publishing has worked in partnership with institutions in the past in order to offer classes to the community at no cost to the hosting institution. Thornhill Publishing will be providing paralegal training for approximately 30 students at the Hayward Adult School. The program that Thornhill Publishing will be offering will be an additional resource for our community. In addition this option will also increase the revenue generated towards the Hayward Adult School.

IMPLEMENTATION:

Thornhill Publishing will provide the instructor who has a current credential, current live scan and current TB test. Thornhill Publishing registers the students, provides materials and curriculum. The institution, Hayward Adult School, in this case, provides administrative oversight and facility use.

There is no cost to the Adult School for this program implementation, however, Hayward Adult School will receive a reimbursement rate of \$750.00 for every student who graduates from the program.

RECOMMENDATION:

Approve Memorandum of Understanding as recommended.

MEMORANDUM OF UNDERSTANDING

Hayward Unified School District
 Hayward Adult School
 21000 Princeton Street
 Hayward, CA 94541
 Phone: (510) 293-8595
 Fax: 510- 727-1139

and

Thornhill Publishing, LLC
 15021 Ventura Blvd., #886
 Sherman Oaks, CA 91403
 Phone: (818) 332-4196
 Fax: (818) 332-1287

AGREEMENT FOR CONTRACTED SERVICES

- Thornhill Publishing, LLC -

August 13, 2011

This agreement made and entered into this August 13, 2011, by and between Hayward Adult School, Hayward, CA, hereinafter referred to as the "DISTRICT" and Thornhill Publishing, LLC, hereinafter referred to as the "PARTNER."

PARTNER agrees to provide the DISTRICT the services enumerated in Section 8 of this Agreement under the following terms and conditions:

1. The title of the course is Professional Paralegal Academy. Services shall begin on September 6, 2011 and shall be completed on or about June 23, 2012, plus two weeks (two extra weeks included for flexibility), contract amount not to exceed \$22,500 (30 students @ \$750.00 per student).
2. PARTNER shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will, in partnership with PARTNER, offer the Professional Paralegal Academy and market the program in the College's schedule/catalog and/or other advertising options.
 - DISTRICT will provide classroom space.
 - DISTRICT will post website link to PARTNER resource page for access of student assignments and important course information. If DISTRICT is unable to provide a direct link from their website,
 - DISTRICT will allow link to be advertised as: www.thornhillpublishing.com PARTNER will ship student textbook to home address.
3. PARTNER understands and agrees that he/she and all of his/her employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to PARTNER'S employees. OPTIONAL/ONLY WHERE REQUIRED: PARTNER agrees to have the instructor complete a DISTRICT instructor application and all related forms.
4. In the performance of the work herein contemplated, PARTNER is an independent contractor or business entity, with the authority to control and direct the performance of the details of the work.
5. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
6. PARTNER agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of PARTNER'S willful or negligent acts arising out of the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by PARTNER, and/or the PARTNER'S employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the PARTNER, its employees and agents from any and all liability or loss arising in any way out of the willful or negligent acts of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

7. PARTNER shall provide the DISTRICT upon request with a Certificate of Insurance showing general liability coverage not less than \$1,000,000/person, \$2,000,000/aggregate and professional liability in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate and workers' compensation coverage as required by law.
8. Services to be rendered to the DISTRICT by the PARTNER are as follows:
 - Provide instructors and class materials for the Professional Paralegal Academy Training Program; Saturdays, 9:00AM -12:30PM, plus online classes; beginning September 6, 2011 and ending on or about June 23, 2012 with the following exceptions: Classes do not meet on dates as signified by the attached calendar. If an instructor is ill and a co-instructor is not available, the course will be extended. For this reason and any other unforeseen reason, PARTNER will provide course instruction and insurance through June 30, 2012 plus one week.
9. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
10. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. PARTNER agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to PARTNER, PARTNER'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
11. Payments shall be made by the PARTNER to the DISTRICT (\$750 per paid participant up to a maximum of 30 participants) upon completion of the program. At a point where paid participants have paid two-thirds or more of their full tuition, PARTNER shall pay DISTRICT, at the DISTRICT'S discretion, one half of the total amount due per paid participant.
12. This agreement may be terminated by DISTRICT no less than five (5) business days before the start of the program if there is not a minimum enrollment of 9 paid participants. Program will not run with less than 9 paid registrations. The Program will be postponed if DISTRICT agrees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

DEPARTMENT/DISTRICT: Hayward Adult School

Ana Solomon
Principal, Hayward Adult School
Fed. ID # 94-11693499

9/6/11
Date

PARTNER: Thornhill Publishing, LLC

Jonathan Arnold
Jonathan Arnold, Esq., Managing Member
Federal Tax ID #27-472-0052

9/7/11
Date

RETURN TO:

Jonathan Arnold, Esq.
Thornhill Publishing, LLC
15021 Ventura Blvd., #886
Sherman Oaks, CA 91403
Phone: (818) 332-4198
Thornhill Publishing, LLC Account Executive:
Simone Riccobono, Esq. [(954) 815-5475]

District Contact:

Ana Weston Solomon
Hayward Unified School Dist.
Hayward Adult School
21000 Princeton Street
Hayward, CA 94541
Phone: (510) 293-8695
Fax: (510) 727-1139

Agenda Item:	G.6.
Page Number:	1 of 18
Consent:	<u>X</u> <u> </u>
	Yes No
Bd. Meeting Date:	10/12/11

BOARD OF EDUCATION SUMMARY REPORT

DIVISION:	Superintendent's Office
SUBMITTED BY:	Janis Duran, Superintendent
SUBJECT:	Adopt Board of Education Meeting Minutes
BOARD GOAL:	N/A
ACTION PLAN ITEM:	N/A

Purpose of Presentation

The minutes of the regular Board Meeting of July 20, 2011 and the Special Board Meeting on July 22, 2011 are presented for adoption.

History/Background

Included in the Agenda back-up for this meeting are the minutes of the regular Board Meeting of July 20, 2011 and the Special Board Meeting on July 22, 2011.

Implementation

After adoption by the Board of Education, these minutes become the official record of actions taken by the Board of Education and are kept indefinitely.

Recommendation

Adopt the minutes of the regular Board Meeting of July 20, 2011 and the Special Board Meeting on July 22, 2011

Hayward Unified School District
Board of Education



Minutes of Regular Meeting
July 20, 2011
(Unadopted)

	Subject
<p>A. CALL TO ORDER</p> <p>Ms. Lisa Brunner, Board President, called the meeting to order at 5:00 p.m. at 777 B Street, Hayward, CA, City Hall, Council Chamber Room</p> <p>Board Members: Present: Ms. Lisa Brunner, Mr. William McGee, and Mr. Jesús Armas</p> <p>Board Members participating in Closed Session Only: Ms. Maribel Heredia Mr. Luis Reynoso</p> <p>Administration: Ms. Janis Duran, Superintendent</p> <p>PUBLIC COMMENT:</p> <p>Denise Zuckerman requested that the Board meet with her in Closed Session to discuss her employment with HUSD. She feels she was treated disrespectfully and would only like to hold those involved accountable.</p> <p>Ms. Brunner requested that staff respond in writing to Ms. Zuckerman.</p>	<p>Call to Order</p>
<p>The Board immediately adjourned to Closed Session to discuss:</p> <p>ADJOURN TO CLOSED SESSION (Closed Session Room 2B) to discuss:</p> <ul style="list-style-type: none"> - Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release - 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 (b) (3) (C) - Conference with Legal Counsel – Existing Litigation Government Code Section 54956.9 - Conference with Real Property Negotiators Government Code Section 54956.8 <ul style="list-style-type: none"> • Property: 428-0026-068-01 - Consideration of Student Expulsion (Ed. Code Sec. 48918[c]) - Consideration of Student Admission (Ed. Code Sec. 48915.1) 	<p>Closed Session</p>

The meeting reconvened at 6:37 p.m.

Heather Reyes led the Pledge of Allegiance to the Flag.

In Closed Session the Board of Education approved the following:

- **The Board approved on a 4-0-0 vote the following positions:**
 - **DiShawn Givens – Principal at Bowman Elementary School**
 - **Stacy Vidal – Principal at Tyrrell Elementary School**
 - **Garry Galvan – Principal at Ruus Elementary School**
 - **Brian White – Principal at Southgate Elementary School**
 - **Mina Hutchins – Director of Special Education**

Mr. Reynoso had not yet joined Closed Session for this item.

Mr. Armas moved and **Mr. McGee** seconded to approve the Agenda and the Board voice voted 3-0-0 to approve the Agenda.

B. SPECIAL FEATURE/STUDENT RECOGNITION

Ms. Brunner congratulated the ROP CSI Team for placing 3rd, 5th, and 8th place in the national competition.

C. COMMENTS BY THE STUDENT BOARD MEMBERS

This item will return in September 2011

D. ITEMS FROM THE COMMUNITY

Heather Reyes requested that the District staff let her know if the FITAG committee would be returning this coming school year. She also asked the Board to reconsider their decision on the status of the Principal for Faith Ringgold School.

Jim Drake asked which Board Members in Closed Session had moved and seconded to hire the Associated Superintendent. **Ms. Brunner** stated that was also done in Open Session with the motion put forth by **Mr. Armas** and seconded by **Ms. Heredia** with a 3-2-0 vote. She voted for it with **Mr. Reynoso** and **Mr. McGee** voting against it. **Mr. Drake** continued by stating that the District would get more bang for their money if they use the funds from that salary to pay for the fingerprinting of all volunteers. He feels that the hiring of the Associate Superintendent was not a transparent decision.

E. COMMENTS BY THE BOARD MEMBERS

Mr. Armas stated that our Year Round Schools are back in session and he looks forward to seeing Special Features items and the return of our Student Board Representatives in September.

Mr. McGee stated that he hoped that the students participating in the summer classes are getting what they need since the programs do not end until next week. Since our Year Rounds Schools are back in session he visited Park School and he gave kudos to the Custodial and Maintenance Crews for the great job they did in getting the school ready for the students and staff. He and several of our Principals attended a conference at Stanford University recently on culturally relevant teaching with an excellent presentation by **Dr. Geneva Gay**. He welcomed **Ms. Sanchez** to the District and will meet with her next week. Because we do need transparency the Board will be discussing protocols and procedures at a later Board Work Session. He also described the campaign that is just starting titled "A Million Fathers on the First Day of School" to get fathers to participate in bringing their students to the first day of school here at HUSD.

Open Session

**Superintendent's
Report from
Closed Session**

Approve Agenda

**Special
Feature/Student
Recognition**

**Comments by
Student Board
Members**

**Items from the
Community**

**Comments by the
Board Members**

Ms. Brunner stated that her focus has been on academics and putting students first and our most recent hire was based on that. The District will continue the FITAG committee and more information will come out later. Many of our employees did take advantage of our SERP program for early retirement and the District was able to rehire employees who had received pink slips earlier in the year. Some topics coming up on future Board Agendas for discussion will be Fingerprinting and Academic Programs for the coming school year. The Maintenance Department is reviewing the security of our sites including the placement of security cameras. At the last Board Meeting Ms. Reyes stated during Public Comments that two of our schools do not recite the Pledge of Allegiance so Ms. Brunner read a brief description of what the Pledge means to her. She stated that the Pledge is very important and should be said each morning in the classrooms because it is more than just a piece of cloth.

F. COMMENTS BY THE SUPERINTENDENT

**Comments by the
Superintendent**

Mrs. Duran recognized the four Year Round Schools that had their first day of school today. District Administrative Staff went to visit all of the four schools and saw the excitement from the students, staff, and parents on their first day back. She described the work and programs that are still happening in our summer schools and invited the community to visit our summer schools. She visited Longwood, Burbank, and Tennyson High this past week where approximately 400 students are receiving summer school. She described Tennyson High School's Summer School "Bucks" program for rewarding students on their attendance. Staff will present to the Board a report on this year's summer school programs at a later date. She thanked the teachers and staff for all their dedicated effort in this year's summer school program.

G. CONSENT AGENDA

Consent Agenda

Ms. Brunner pulled item G.12 because she had a Speaker Card. Mr. Armas pulled items G.6, G.8, G.9, and G.10 and Mr. McGee pulled item G.2 and G.13 for further discussion.

Mr. Armas moved to approve items G.1, G.3, G.4, G.5, G.7, and G.11 and Mr. McGee seconded and the Board voice voted 3-0-0 to approve items G.1, G.3, G.4, G.5, G.7, and G.11 on the Consent Agenda.

1. Approve personnel appointments, retirements, changes of status, waivers, leaves of absence, and terminations (Human Resources)

Approve the following warrants between June 8, 2011 and July 1, 2011 (Business Services)

Payroll – Direct Deposit	13,629,831.41
Payroll – Warrants (591824-594831; 591833-591883; 821228-821685)	889,057.09
General Fund - Total Non-Payroll (115187; 165258-165572; 165602-165988) (115186, 165257, 165601 voids)	5,300,870.68
Adult Education Fund	160,120.29
Food Services Fund	262,512.36
Child Development Fund	31,165.03
Deferred Maintenance Fund	2,875.99
Special Reserve Fund for Capital Outlay Projects	94,176.11
Building Fund 2008 Measure I Bond	6,211,644.10
Capital Facilities/Developer Fees Fund	2,075.00
TOTAL EXPENDITURES	\$26,584,328.06

Mr. McGee stated that the service provided by the vendor Rosetta Stone should also be offered at the Elementary Schools to offer more language services for our students. He also asked about the vendor Renaissance Learning and the expected outcomes from this service. Staff will follow through on providing the information to the Board in their Friday Board Packet.

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 3-0-0 to approve the following warrants between June 8, 2011 and July 1, 2011 (Business Services)

3. Approve Resolution #1112-02, Authorized Bank Signors for Hayward Unified School District (Business Services)

Whereas, the District recently had changes in some department administrators so the Board needs to pass a resolution as to the new authorized signors for banking purposes. The banking industry's new regulations require that the new signors to all business accounts should be addressed in the Board minutes, a copy of which should be submitted to the bank at the time of completing the bank signature cards.

4. Approve Resolution #1112-03, Authorized Signors for Payroll Warrants and Disbursements for Hayward Unified School District (Business Services)

Whereas, the Hayward Unified School District has recently had changes in some department administrators, the Board needs to pass a resolution as to the new authorized signors for payroll warrant and disbursement purposes. Pursuant to Education Code Section 42632 for K-12 Education, each order drawn on the funds of the school district shall be signed by at least a majority of the members of the Governing Board of the district or by a person(s) authorized by the Governing Board to sign orders in its name. The Governing Board of each school district shall be responsible for filing signature with the County Office of Education per Education Code Section 42633.

5. Approve License Agreement with Kidango, Inc. (Business Services)

As an opportunity to generate a revenue stream from our properties until formal plans for use are completed, the following tenants will be leasing property at:

Name of Lessee	Address of Property	Rent
Kidango, Inc.	Modular at Helen Turner Children's Center 23640 Reed Street Hayward, CA 94544	\$550.00 per month

6. Approve Contract for Teach for America (Human Resources)

Every District has areas of high needs for credential teachers in the areas of Math, Science, and Special Education. The District continues to seek qualified applicants who understand and are committed to working in an urban environment. Teach for America specifically recruits, trains, and supports candidates in these areas. These teachers, called Corps Members, commit to teach for 2 years in one of 39 urban and rural regions across the country, going above and beyond traditional expectations to help their students to achieve at high levels. This is unique program that takes a small financial commitment for 2 years from the District that is funded through Categorical Funds.

Donna Becnel Assistant Superintendent of Human Resources gave the presentation.

Board Members had the following questions/concerns/comments/requests:

- Discussion that these candidates hold an intern credential and will be working on completing their credential requirements
- Discussion that these candidates are put in urban districts and may not have the skills

necessary for teaching an urban classroom

- Discussion on how this program works with the District's recruitment program
- Discussion that if the Board does not approve this item the District would have to continue the recruitment of candidates in the hard to recruit areas of Science and Math
- Discussion that this contract was not reviewed with H.E.A, the teachers' union, because this contract operates separately from the H.E.A. bargaining contract.
- Board suggestion on modeling a program for recruitment of local candidates similar to "Teach Tomorrow in Oakland" that is sponsored by OUSD

Mr. McGee made a motion and Ms. Brunner seconded and the Board voice voted 2 ayes (Brunner, McGee) 1 nay (Armas) 0 abstentions and the motion failed to pass.

Mr. Armas requested to bring this item back to the next Board Meeting or later in the evening when Mr. Reynoso arrives.

Board Members continued with these questions/concerns/comments/requests:

- Board discussion that if this item is not approved tonight the positions would have to be filled with substitute teachers at both the middle and high school levels for Math and Science

Mr. McGee requested that the Board take action to have these positions filled with these candidates and later have a Board discussion on what to do for the future in case Mr. Reynoso does not make it tonight. **Mr. Armas** stated that if Mr. Reynoso does not arrive before the meeting concludes then to bring the item back for the Board to take action and requested that this item be continued to later in the meeting and the Board agreed.

7. Approve Consolidated Application Part I 2011-12 (Educational Services)

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually each school district submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The data submitted by Hayward Unified School District in ConApp Part I will determine the amount of funds appropriated by CDE to the district for the coming school year, and will be outlined in the Consolidated Application Part II which will be submitted to the CDE in January 2012.

Hayward Unified School District is applying for the following programs:

- Title I, Part A (Basic Grant – NCLB Sec. 101)
- Title II, Part A (Teacher Quality – NCLB Sec. 2101)
- Title III, Part A (LEP Students – NCLB Sec. 3102)
- Economic Impact Aid (EC 54000)

8. Approve Memorandum of Understanding with Seneca (Educational Services)

Seneca Center provides Rehabilitative Day treatment at three HUSD campuses. These services are provided on a year-round basis. HUSD provides the facilities and the teachers for this Day Treatment Program. Other staff members are hired through Seneca Center. A continuation of this MOU for \$180,000 (\$60,000 per classroom) pays for Seneca staff and services for the three classrooms.

This MOU will provide Rehabilitative Day Treatment services at Mt. Eden High School, Cesar Chavez Middle School, and Longwood Elementary School. These services will be provided on a year-round basis, and will be in effect from July 1, 2011 through June 30, 2012.

Chien Wu Fernandez Executive Director of Student and Family Support Services gave the presentation.

Board Members had the following questions/concerns/comments/requests:

- Board concern that there was no staff report on how well this program is doing and that the report does not indicate if similar providers were invited to present their qualifications – The vendor was chosen by SELPA to provide these Special Education Services for our HUSD students. Staff feels that Seneca is a very good fit for the program that is being developed

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 3-0-0 to Approve Memorandum of Understanding with Seneca (Educational Services)

9. Approve Memorandum of Understanding with Head Start for Peixoto (Educational Services)

Students with disabilities shall receive a free and appropriate public education in the least restrictive environment which meets their needs to the extent provided in the law. Increased collaboration between Head Start and HUSD preschool programs will provide an opportunity for age appropriate language and social models. This MOU supports full inclusion at the Peixoto site.

Full-Inclusion at Peixoto:

- Head Start classrooms will include 5 special education students per classroom. Services will be provided for a total of 10 special education students within two classrooms.
- One HUSD Preschool Special Education Teacher and one HUSD para-educator will be assigned and instruct the special education and general education students with collaboration from the Head Start staff.
- Busing will be provided for special education students by HUSD or contracted provider.
- Special Education students will receive total comprehensive services of the Head Start program and the services delineated in their Individual Education Plan.

There will be no additional cost to the district. The Preschool teacher will be responsible for inclusion, teaching, collaboration and coordination of IEPs. The same teacher will also be responsible for academic assessment of preschoolers as a member of the assessment team and will also be responsible for parent education of preschoolers.

Ms. Wu-Fernandez gave the presentation:

Mr. Armas stated that he will speak for both items G.9 and G.10.

Board Members had the following questions/concerns/comments/requests on G.9 and G.10:

- Board asked if other providers were invited to present their qualifications and if the District is providing para educators and teachers for this program then why couldn't the District provide the program – This program allows for students in Special Education to be mainstreamed with students not identified with Special Education needs. This is an ongoing relationship that the District has with the Head Start Program and the program is going well. If the District was able to develop a program that will allow for the same environment for the students then there will be no need for this MOU
- Board request that staff review this component as part of our Special Education Programmatic and fiscal review

Ms. Brunner opened this item for Public Comments:

Jim Drake stated that the last three items did not have the money listed and he did not see how

much will be spent in awarding these contracts. He stated that if only one vendor is bidding on the job then it is a sweet heart deal and a done deal. He requested that the Board have multiple bidders on these types of services.

Ms. Duran stated that these contracts are public information and staff will make sure that Mr. Drake gets copies of them. **Mr. Armas** stated that two of the contracts were with non profit associations whose specialty is dealing with Special Education students at the Head Start level.

Ms. Brunner stated that the District is doing both a fiscal and program audit of the Special Education Program which includes their contractors. The Board will review the audits and revamp the Special Education Program so that it becomes a quality and cost effective program.

Mr. Armas moved items G.9 and G.9 and Mr. McGee seconded and the Board voice voted 3-0-0 to approve G.9 Approve Memorandum of Understanding with Head Start for Peixoto (Educational Services) and G.10 Approve Memorandum of Understanding with Head Start for Laurel (Educational Services)

10. Approve Memorandum of Understanding with Head Start for Laurel (Educational Services)

Students with disabilities shall receive a free and appropriate public education in the least restrictive environment which meets their needs to the extent provided by the law. Increased collaboration between Head Start and HUSD preschool programs will provide an opportunity for age appropriate language and social models. This MOU supports inclusion at the Laurel site.

Inclusion at Laurel Center:

- Head Start classrooms will include 5 special education students per classroom. Services will be provided for a total of 10 special education students within two classrooms.
- Busing will be provided for special education students by HUSD or contracted provider
- Special Education students will receive total comprehensive services of the Head Start program and the services delineated in their Individual Education Plan

There will be no additional cost to the district. The Preschool teacher of students assigned to the Special Day Class caseload will be responsible for inclusion, teaching, collaboration and coordination of IEPs. The same teacher will also be responsible for academic assessment of preschoolers assigned to the teacher's caseload.

This item approved above.

11. Approve Contract with Dryco Construction, Inc. for Paving of Winton Middle School and Palma Ceia Elementary School (Business Services)

Contractor	Palma Ceia – Paving New Staff Parking Lot	Winton Middle School Paving New Staff Parking Lot
Asphalt Maintenance Systems, Inc.	Did not bid	Did not bid
Asphalt Surfacing, Inc.	\$145,900	\$282,200
Dryco Construction, Inc.	\$108,668	\$170,145
R & M Paving Contractors, Inc.	\$110,640	Did not bid

12. Adopt Resolution 1112-01 Excusing Board Member's Absence from the Special Board Meetings of June 14, June 18, and June 20, 2011 and the regular Board Meeting of June 22, 2011 (Office of the Superintendent)

Board Clerk Luis Reynoso was absent from the June 14, June 18, and June 20, 2011 Special Board Meetings and the regular Board Meeting of June 22, 2011. The Board's revised By Law 9250 states that "*Members may be paid for meetings missed when the Board, by action,*

finds that they were performing designated duties of the District at the time of the meeting or they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board of Education (Ed. Code 35120)".

Ms. Brunner opened this item for Public Comments:

Heather Reyes stated that because Mr. Reynoso's absence was due to personal reasons she felt that reason did not meet the criteria in the Educational Code because personal reasons are not listed as excusable and is vague and ambiguous.

Ms. Brunner stated that Mr. Reynoso is working on his doctorate degree and had made his plans about a year ago to do his field research in Cambodia which is why he was absent on the dates listed. There was no intent on his part to not fulfill his obligation. The Board was aware of his absences and she supports anyone furthering their education.

Mr. McGee moved and Ms. Brunner seconded and the Board voice voted 2 ayes (Brunner, McGee) 1 nay (Armas) 0 abstentions and the motion failed to pass.

Mr. McGee requested that this item be brought back to another Board Meeting for further clarification and discussion and the Board agreed.

The Board will bring back this item for further discussion.

13. Adopt the minutes of the regular Board Meeting of April 13, 2011 and Special Board Meetings on May 9, 2011, May 12, 2011, June 14, 2011, June 18, 2011, June 20, 2011, and July 1, 2011 (Office of the Superintendent)

Mr. McGee offered a correction to G.13 c page 2 of 2 Item C where it states "Board Governance and Goal Setting" because the Board actually did not partake in Board Governance and Goal Setting. The Board actually had a discussion surrounding topics on equity. **Ms. Duran** stated that was correct and that the Board had discussed equity, Board procedures, and agreements and she will have the changes made to those minutes.

Mr. McGee made a motion to accept the minutes of Special Board Meeting of May 12th as amended and Mr. Armas seconded. The Board voice voted 3-0-0 to Adopt the minutes of the Special Board Meeting Minutes of May 12, 2011 as amended.

Mr. McGee requested that on the minutes of June 14th for Closed Session Item C remove items listed for discussion that were not discussed. He asked to only list Personnel as the topic discussed. **Ms. Duran** stated that when the Board Agenda is prepared all the items are listed for Closed Session that may be discussed. In the minutes of the meeting just the items that were discussed could be listed if reported out in Open Session. **Mr. McGee** offered an amendment to strike everything listed in Closed Session and just leave the topic Personnel for the June 14th Special Board Meeting. **Mr. Armas** suggested putting a sentence after all the items are listed stating "the Board only discussed Personnel matters" and **Mr. McGee** accepted the suggestion because it would let the community know what the Board discussed.

Mr. McGee made a motion that on the minutes of the Special Board Meeting on June 14th after the list of items for Closed Session be added a sentence that says "the Board only discussed Personnel matters" and Mr. Armas seconded it. The Board voice voted 3-0-0 that on the minutes of the Special Board Meeting on June 14th after the list of items for Closed Session is added a sentence that says "the Board only discussed Personnel matters".

Mr. Armas moved the balance of the minutes and Mr. McGee seconded and the Board voice vote 3-0-0 to adopt the minutes of regular Board Meeting of April 13, 2011 and Special Board Meetings on May 9, 2011, June 18, 2011, June 20, 2011, and July 1, 2011 (Office of the Superintendent)

H. ACTION/DISCUSSION ITEMS

Action/Discussion Items

1. Conduct 1st Reading of Revised BP/AR 1312.3 a) *Uniform Complaint Procedures* (Educational Services)

HUSD Uniform Complaint Policy was submitted to the State for Categorical Program Monitoring (CPM) in April 2011. The State found HUSD Administrative Regulations and Board Policy 1312.3 to be out of compliance with State Law as it was missing specific language in three sentences. Administrative Regulations 1312.3 and Board Policy 1312.3 have been edited to include the necessary language required to be in compliance with state law. The updated Administrative Regulation and Board Policy would be available to parents, students, employees and community members who need access to HUSD Uniform Complaints Policy.

This was information only item and will return to the next Board Meeting for discussion and approval.

2. Approve High School Assistant Principal Allocations or Youth Intervention Specialist (Human Resources)

Over the past several months the Board has discussed the staffing allocations of the Assistant Principals at the Elementary and High School levels. The Board requested that the allocations for high schools be brought back for discussion with information regarding funding options. On June 22, 2011 the Board directed staff to find funding to support 5 elementary counseling positions that were previously paid through grant funding. We have been recently notified that the District has been awarded grant money for three elementary counselors. This money will cover 3 elementary counselor positions. Therefore any funds that may have been needed are available for other priorities. The District can now consider the use of the unallocated funds for either High School Assistant Principals or for High School Youth Intervention Specialists.

Ms. Becnel gave the presentation.

Board Members had the following questions/concerns/comments/requests:

- Discussion that the Board had requested at an earlier Board Meeting a staff's report on holist disciplinary approaches so that the Board could then decide whether the sites would need an AP or YIS position
- Board request for staff to find resources for district wide alternatives services for student discipline
- Board concern that having another AP position at the high schools will increase our student suspension and expulsion rates

Ms. Duran stated that she would like to include school staff and the District Office's staff input for the report so there will be a need to wait until August when school staff returns. Then staff will be able to prepare a report and present it to the Board at its September 7th Board Meeting. She stated that the concept is to have another individual at these school sites to reduce the need for more suspensions.

Board Members continued with the following questions/concerns/comments/requests:

- Board request that the job description for the high school Assistant Principal position be updated with additional curriculum embedded at the site level to target the needs of our students – Staff will bring back the updated job description for AP to the August Board Meeting and also a preliminary report to the Board once the Principals return on July 26th

Ms. Brunner opened the item for Public Comment:

Jim Drake stated that when he was a student if you messed up in school you were out and he would like to see it get back to those days.

Mr. Armas made a motion to continue this item to the August 24th Board Meeting with an understanding that it might be necessary for the Superintendent to incur some cost by bringing in Counselors and others to help expedite the preparation of the plan and to help principals with additional coverage on the campuses as an interim measure. Mr. McGee seconded the motion and the Board voice vote 3-0-0 to continue this item to the August 24th Board Meeting with an understanding that it might be necessary for the Superintendent to incur some cost by bringing in Counselors and others to help expedite the preparation of the plan and to help principals with additional coverage on the campuses as an interim measure.

3. Approve the following consultant contracts (Educational Services/Business Services)

	Vendor	Purpose	Div/Program	Amount
a)	Garcia, Ruiz and Calderon, LLC	Legal Services	Business Services	\$600,000.00 General Fund
b)	Apple Inc.	Provide professional development training on Apple devices and software 2011-2012 for Burbank School staff	Educational Services	\$37,000 – SIG Funds
c)	SMART Technologies	Provide professional development and certification of SMART Response systems for Burbank School staff	Educational Services	\$7,998 – SIG Funds
d)	Enid Lee Consultants	Provide technical assistance & help implement the 10 components of Response to Instruction and intervention for African American students at 8 schools	Student & Family Support Services	\$89,908 – SETPD Funds
e)	Freshi Films	Deliver specialized, turnkey educational and enrichment workshops and film design for all middle and high schools	Student & Parent Support Services	\$92,160 – ASES & 21 st Century Grant Funds
f)	Destiny Arts	Provide YEP school sites sessions in martial arts, hip hop dance, theater arts, creative movement/modern dance & ballroom dance	Student & Parent Support Services	\$129,942.40 - ASES & 21 st Century Grant Funds

g)	Hatchuel Tabernik & Associates	Provide facilitation, grant writing and evaluation of the YEP, Parent Centers and the AmeriCorps program	Student & Parent Support Services	\$86,000 – ASES, 21 st Century & AmeriCorps Grant Funds
h)	Reading Partners	Provide literacy intervention tutoring for Longwood Elementary School	Educational Services	\$20,000 – SIG Funds
i)	Lloyd Davis	Provide support regarding PIP Program	Student & Parent Support Services	\$31,000 – Primary Intervention Program Funds
j)	McGraw-Hill	Provide advanced training for English Language Arts	Educational Services	\$24,000 – ARRA – Title I Funds
k)	Data Works	Continue the second year of work implementing Explicit Instruction (EDI) which includes professional development, coaching, lesson design and administrative, leadership team and coaches training on how to measure instructional effectiveness	Educational Services	\$61,500 – SIG Funds
l)	Charlotte Knox	Consultant services around Strategic Schooling for Burbank staff	Educational Services	\$20,000 – SIG Funds
m)	DecoTech Systems	Wireless for Tennyson High School	Educational Services	\$130,841 - SIG Funds

Ms. Brunner open the item H.3 a) for Public Comments:

Jim Drake asked how many lawyers that work for school districts have put in a bid for this contract, was this contract bid out, or is this only firm in the Bay Area that does this kind of work. He feels this is not right and calls this a sweetheart contract.

Ms. Duran stated that these concerns have been reviewed with the Board before and when the District has specialized services, such as legal expense, it falls under a different process. It is always prudent that the Board not change attorneys every year because many of the legal cases go on for a few years. The Board has gone through an extensive process over the last couple of years of reviewing different attorneys and law firms. The Board has selected this law firm to continue their service for this school year. She noted also that this year's contract has been greatly reduced because of the work that staff did last year to reduce the number of times we had

contact with the attorneys, the frequency with which they came to Board Meetings and Closed Sessions, and that now a work order must be completed for every single item that they do for the District. All that has meant a tremendous reduction in the use of attorneys for last fiscal year and a reduction of their funding. We will continue with the same process this school year and will benefit from the savings.

Board Members had the following questions/concerns/comments/requests:

- Board discussion on the amount allocated for GCR Legal
- Board discussion on the status of when a staff report will be completed on bringing legal services in house as well as an audit of our legal services - Staff will have a report for the Board at the October 12th Board Meeting
- Board discussion on having an item for Closed Session on a performance evaluation of our legal counsel

Mr. Armas moved item H.3 a), but reduced the amount from \$600, 000 to \$500,000 with a provision that if there are legitimate reasons, staff will alert the Board and the Board can then adjust as necessary.

Mr. McGee noted that the contract was addressed to Dr. Gonzales (a previous Board President) and was dated 2009. He requested an updated contract. **Mr. Dobbs** stated that the District had locked in its rates at the 2009 level and if we negotiated a new contract then the District would have to accept the rate at the higher 2011 level. He added an addendum to the 2009 contract to amplify the changes in the approval process and that this will keep our rates at the 2009 level for another year.

Mr. McGee seconded the motion with Mr. Armas's provisions and the Board voice voted 3-0-0 to approve H.3 a), but reduced the amount from \$600, 000 to \$500,000 with a provision that if there are legitimate reasons, staff will alert the Board and the Board can then adjust as necessary.

Mr. Armas stated that also with the understanding that staff will provide a report with the items mentioned and schedule a performance evaluation of our legal firm.

Mr. Armas moved items H.3 b) and H.3 c) and Ms. Brunner seconded and the Board voice voted 3-0-0 to approve consultant contracts H.3 b) and H.3 c).

Mr. Armas requested information from staff on how consultant contract H.3 d) was selected and **Ms. Fernandez** presented the information. **Mr. Armas** requested that future reports show that two or three consultants have been invited to submit their qualifications and why staff is recommending a certain consultant.

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 3-0-0 to approve consultant contract H.3 d).

Mr. Armas and Mr. McGee requested information and outcomes on consultant contract H.3 e) and **Christy Gerren** Director of Student Parent Support presented the information.

Mr. McGee moved and Ms. Brunner seconded and the Board voice voted 3-0-0 to approve consultant contract H.3 e).

Mr. McGee requested information and outcomes on consultant contract H.3 f) and **Ms. Gerren** presented the information.

Mr. McGee moved and Mr. Armas seconded and the Board voice voted 3-0-0 to approve consultant contract H.3 f).

Mr. Armas requested information on consultant contract H.3 g) and **Ms. Gerren** presented the information. **Mr. Armas** requested that staff review the process for our grant writers and every three or four years test the market for other providers and staff will follow through.

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 3-0-0 to approve consultant contract H.3.g).

Mr. Armas moved item H.3 h) and Mr. McGee seconded and the Board voice voted 3-0-0 to approve consultant contract H.3 h).

Mr. Armas had concerns with consultant contract H.3 i) because this consultant was one of our employees who had participated in the SERP retirement program offered earlier by the District. He thought SERP retirees were not able to come back. **Ms. Becnel** responded to questions on this item and stated that with Classified employees there is a limited number of days that they can come back to work as substitutes in different positions or for cross training. For Certificated employees there is no limit to the number of days, but are paid \$150 a day for substituting. Some of these SERP participants are still working on special projects that will soon end. **Mr. Armas** stated that he thought the ground rules for SERP participants were that they were not coming back and since this former employee did participate in SERP, putting him back as a contractor not an employee, seems like double dipping. It is an issue important to him because of the Board's fiduciary role and the public's concern with retirees coming back. **Ms. Brunner** also requested information on who else had been invited to participate in bidding for this contract. **Ms. Fernandez** stated that staff had recommended this consultant for this program because he had developed it, but if the contract is not approved then staff will continue the work with the internal staff that is assigned to the grant. **Ms. Duran** stated that there does need to be some clarification and discussion regarding employees who did participate in the SERP and their re-employment as part of the District's protocol and practices regarding hiring. She requested that the Board take action on this item so staff can plan for this program; if they do not approve of the consultant contract then staff will know to seek alternatives to keep the program going.

Mr. McGee moved to accept staff's recommendation based on what we have done previously on all hiring. Ms. Brunner seconded with an addendum that we get the additional information on what happens with SERP and what the policy is for clarification and seconded the motion. The Board voice voted 2 ayes (Brunner, McGee) 1 nay (Armas) 0 abstentions and the motion failed to pass.

Mr. McGee requested information on consultant contract H.3 k) and **Lety Salinas** Executive Director of Academic Services and **Tom Fraser** Principal at Tennyson High School presented the information.

Mr. Armas requested information what type of systematic evaluation was performed by consultant contract H.3 m) and **Mr. Dobbs** and **Ms. Salinas** presented the information.

Mr. Armas moved items H.3, j, k, l, and m and Mr. McGee seconded and the Board voice voted 3-0-0 to approve the consultant contracts for H.3 j, k, l, and m.

The Board brought back for discussion and decision Consent Agenda Item G.6 Approve Contract for Teach for America (Human Resources)

Mr. McGee moved to approve item G.6 but asked that staff bring back to the Board for discussion other options versus Teach for America and Mr. Armas seconded. The Board voice voted 3-0-0 to approve Item G.6 Approve Contract for Teach for America (Human Resources) but asked that staff bring back to the Board for discussion other options versus Teach for America.

4. Accept Donations Report (Clerk)

DONOR	ITEM	APPROX VALUE	SITE
Kavita Sagran @ Hayward Public Library Hayward Rotary Club Literacy Plus Council	100 Books	\$ 550.00	Eldridge Elementary School
Doug Kawabata	Musical Instrument	\$500.00	Martin Luther Middle School

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 3-0-0 to Accept the Donations Report (Clerk)

5. Student Discipline (Educational Services)

Reinstatement

- Consider the reinstatement of student # 47141 2010/2011
- Consider the reinstatement of student # 73902 2010/2011
- Consider the reinstatement of student # 1107533 2010/2011
- Consider the reinstatement of student # 26655 2010/2011

Admission

- Consider the admission of student # 30972 2010/2011

Mr. Armas moved all five items and Mr. McGee seconded and the Board voice voted 3-0-0 to approve all five items for Student Discipline (Educational Services)

I. BOARD CORRESPONDENCE REPORT

Ms. Brunner read the Correspondence Report.

J. RETURNED TO PUBLIC COMMENTS

There was no Public Comment.

K. FUTURE MEETING DATES

Special Meeting: **Thursday, July 21, 2011**
Topic: Superintendent's Search
Location: Hayward Unified School District – Board Room
24411 Amador Street, Hayward, CA
9:00 a.m. (**CLOSED SESSION**)

Special Meeting: **Friday, July 22, 2011**
Topic: Superintendent's Search
Location: Hayward Unified School District – Board Room
24411 Amador Street, Hayward, CA
9:00 a.m. (**CLOSED SESSION**)

Special Meeting: **Wednesday, August 17, 2011**
Location: Hayward Unified School District – Board Room
24411 Amador Street, Hayward, CA
5:30 p.m. (**OPEN SESSION**)

**Board
Correspondence**

**Return to Public
Comments**

**Future Meeting
Dates**

Regular Meeting: **Wednesday, August 24, 2011**
Location: Council Chambers, 2nd Floor (Hayward City Hall)
777 B Street, Hayward, CA
5:00 p.m. (CLOSED SESSION)
6:30 p.m. (OPEN SESSION)

L. RETURNING AGENDA ITEMS:

G.12 and H.2 for the August 24th Board Meeting.

Mr. McGee requested a staff report on the Breakfast and Lunch program offered during the summer.

M. AJOURNMENT

Mr. Armas requested to continue the Closed Session that was started this evening to tomorrow, Thursday, July 21, 2011 at the District Office and the Board Agreed. The meeting adjourned at 8:38 p.m.

**Returning Agenda
Items**

*Prepared by Migdalia Ruiz for
Janis Duran, Superintendent
Secretary, Board of Education*

Ms. Janis Duran, Superintendent
Secretary, Board of Education

Clerk
Board of Education

Supt's-mruiz-10/6/2011 10:12 AM/C:\my documents\minutes July 20, 2011 Board Meeting

Hayward Unified School District
Board of Education



Minutes of Special Board Meeting
July 22, 2011
(Unadopted)

	Subject
<p>A. CALL TO ORDER</p> <p>Ms. Brunner, Board President, called the meeting to order at 9:06 a.m. at 24411 Amador Street, Hayward, CA, Board Room</p> <p>Present: Board Members: Ms. Lisa Brunner Mr. William McGee, Mr. Luis Reynoso, Ms. Maribel Heredia, and Mr. Jesús Armas</p> <p>Administration: Ms. Janis Duran, Superintendent</p> <p>Ms. Brunner led the Pledge of Allegiance to the Flag.</p> <p>Mr. McGee moved and Ms. Heredia seconded and the Board voice voted 4 ayes (Brunner, McGee, Reynoso, Heredia) 1 nay (Armas) 0 abstentions to approve the agenda.</p>	<p>Call to Order</p>
<p>B. ITEMS FROM THE COMMUNITY</p> <p>There was no public comment.</p>	<p>Items from the Community</p>
<p>C. CLOSED SESSION:</p> <p>The Board immediately adjourned to Closed Session to discuss:</p> <ul style="list-style-type: none"> - Personnel (Government Code Section 54957) <ul style="list-style-type: none"> Public Employee Appointment <ul style="list-style-type: none"> • 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 	<p>Action/Discussion Items</p>

The meeting reconvened at 12:40 p.m.

- **The Board chose to take the action to tentatively offer the position for Superintendent of HUSD to Enrique E. Palacios contingent on a site visit to Pittsburgh and on contract negotiations. The vote was 3 ayes (Brunner, Heredia, Armas) 2 nays (McGee, Reynoso) 0 abstentions in favor of continuing on this courses of action**
- **The Board took action to appoint Ursula Reed for H.R. Director of Certificated Personnel with a 3-2-0 vote**

**Reporting out from
Closes Session**

Mr. Armas left the meeting after Closed Session.

D. ACTION/DISCUSSION ITEM

- 1. Adopt Resolution 1112-01 Excusing Board's Member's Absence from the Special Board Meeting of June 14, June 18, and June 20, 2011 and the regular Board Meeting of June 22, 2011 (Office of the Superintendent)**

Ms. Brunner stated that this item was brought back for discussion by the Board. **Mr. Reynoso** has been working on his doctorate degree and when he scheduled his field research about a year ago there was only one regular Board Meeting scheduled in June 2011 that he would not be available to attend. She feels it would be reasonable for the Board to approve this because none of the Board Members will be able to attend every single Board Meeting over their tenure as a Board Member. She understands that on the resolution it is not clearly written what the reasons are, but the Board will discuss this issue when they meet next time to discuss Board Goals.

Mr. Reynoso stated that in the past when a Board Member has been absent because of personal reasons such as parental duties, sickness, or school issues, etc., but the Board has always honored each Member's time. This is the first time this has ever happened and he is not sure what has led to this. He had asked before he left on his trip for the need to accommodate Board Members when they were not able to attend a Board Meeting, but he did not receive an answer back from staff and no direction has been given on how a Board Member who is absent can participate in the meeting via phone or other means.

Ms. Brunner moved to adopt and Mr. McGee seconded the motion.

Mr. McGee requested that staff bring back this item to another Board Meeting so the Board can review the Bylaws and make changes as necessary.

The Board voice voted 4-0-0 to Adopt Resolution 1112-01 Excusing Board's Member's Absence from the Special Board Meeting of June 14, June 18, and June 20, 2011 and the regular Board Meeting of June 22, 2011 (Office of the Superintendent)

D. ADJOURNMENT

The meeting was adjourned at 12:46 p.m.

*Prepared by Migdalia Ruiz for
Janis Duran, Superintendent
Secretary, Board of Education*

Janis Duran, Superintendent
Secretary, Board of Education

Clerk
Board of Education

Agenda Item No.: H.1.
 Page: 1 of 36
 Board Meeting Date: 10/12/11
 Consent: X
 Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Superintendent

SUBMITTED BY: Janis Duran, Superintendent

SUBJECT: Superintendent's Action Plan for Hayward Unified School
Board Adopted District Goals 2011-2012

BOARD GOAL: N/A

PURPOSE OF PRESENTATION:

The Board of Education will review and vote on the Superintendent's Action plan for HUSD's Board Adopted District Goals 2011-2012.

HISTORY/BACKGROUND:

The Board of Education on August 24, 2011 approved their Board Adopted District Goals. With these Board approved Goals, it is now the Superintendent's responsibility to develop a Superintendent's Action Plan. This Action Plan is a result of discussion, observations, review of the improvement plans, and study of District data. On September 21, 2011 the Superintendent and the Superintendent's Action Team presented the Action Plan to the Board of Education. The Board provided direction to modify, amplify, and expand the plan.

IMPLEMENTATION:

The Superintendent's Action Plan revisions will be presented by the Superintendent's Action Team for approval at tonight's Board Meeting. Following the Board Members' discussion and approval the Superintendent's Action Plan will lead the District's work in 2011-2012.

RECOMMENDATION:

That the Board of Education approve the Superintendent's Action Plan for immediate implementation.

Fund:	<u>N/A</u>			
Program:	<u>N/A</u>			
Amount:	<u>N/A</u>			
Budgeted	<u>N/A</u>	Yes	<u> </u>	No
Restricted:	<u>N/A</u>	Yes	<u> </u>	No

Focus Area: Academics

Goal # 1.0: Prepare all students, beginning at Kindergarten, to be college-ready by meeting CSU /UC A-G requirements.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
<p>1.1 Student Engagement & Achievement: Dramatically improve student engagement and achievement with focus on African American students, students with special needs, and English Learners/Standard English Learners.</p> <p>1.1.1 African American Students: Design and implement a culturally and linguistically responsive 21st Century African American Student Achievement Initiative that will respond to the HUDS school community's concerns and that will yield dramatically improved engagement, achievement, and 21st century success for HUDS's African American students.</p> <p>1.1.2 Students with Special Needs: Conduct a fiscal and programmatic assessment of Special Education, design an initiative that will respond to the assessment findings and recommendations, and complete Phase I implementation, including the design of improved parent participation mechanism.</p>	<p>May 2012</p> <p>May 2012</p>	<p>Francisca Sánchez Associate Superintendent of Educational Services</p>	<p>1.1.1 By November 1, 2011, the Convening Report is prepared.</p> <p>By December 1, an action plan based on the convening recommendations is finalized; include milestones for Phase I.</p> <p>By May 2012, principals have completed classroom observations of practice and student work, and analyses of results prepared.</p> <p>1.1.2 By December 1, 2011, the Assessment Report is completed.</p> <p>By November 1, 2012, an action plan is drafted and includes milestones for Phase I. This action plan will be finalized after the assessment report is completed in order to include pertinent recommendations.</p> <p>Establish a Special Education Parent Advisory Group reflective of district demographics by November 30, 2011.</p>

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<p>As part of the initiative, include action steps that address the special education vision, commitments, design and programmatic principles, student identification, placement, access to effective programs and services, access to specialized programs and services, curriculum and pedagogy, instructional resources, assessment, staffing and professional development, parent outreach and involvement, monitoring, program evaluation, and reporting.</p>		<p>By February 1, 2012, an action plan based on the assessment report recommendations is finalized and includes milestones for Phase I.</p> <p>By May 2012, principals have completed classroom observations of practice and student work, and analyses of results prepared.</p>
<p>1.1.3 English Learners & Standard English Learners: Build on HUSD's evolving English Learner and Standard English Learner programs and services to create articulated PreK-12 multilingual pathways.</p> <p>Strengthen and improve the articulation and delivery of the ELD and ALD programs.</p> <p>Implement World Houses for identified English Learners.</p>	<p>June 2012</p>	<p>1.1.3 By June 2012, establish Pre-K-12 Pathways. By November 1, 2011, complete a detailed action plan.</p> <p>By February 2012, principals have completed classroom observations of practice and student work, and analyses of results prepared.</p> <p>Quarterly reviews of progress show implementation targets have been met.</p> <p>Leticia Salinas Executive Director of Academic Services</p>
<p>1.2 21st Century Learning Environments: Create 21st century learning environments of high intellectual performance across the curriculum and in all areas needed for 21st century success.</p>		

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<p>1.2.1 21st Century Teaching & Learning Institute: Design, fund, and implement a 21st century learning summer institute for summer 2012 to include opportunities for students to engage in hands-on project design and product development, performance, and culminating learning faire, and for staff to engage in a 21st century teaching practicum.</p> <p>Use the results of this institute to design 21st century learning opportunities for the 2012-2013 year.</p>	June 2012	<p>1.2.1 The institute is implemented in June 2012.</p>
<p>1.2.2 Academic Preparation: Complete Phase I roll out of district essential pedagogical practices.</p> <p>Provide gifted and talented learning opportunities for all students.</p>	February 2012	<p>1.2.2 By February 2012, principals have completed classroom observations of practice and student work, and analyses of results prepared.</p> <p>By October 30, 2011, disaggregated baseline data on student enrollment in advanced courses has been collected.</p>
<p>1.2.3 College & Career Readiness: Initiate a "College Starts in Pre-K" Campaign.</p> <p>Establish an College, Career, and 21st Century Success Superintendent's Study Team to make recommendations to the Associate Superintendent regarding implementation of Board-Approved Goal 1: Prepare all students, beginning at Kindergarten, to be college-</p>	January 2012	<p>1.2.3 Recommended policy revisions are approved by the Board by February 2012.</p> <p>By October 2011, a contract is approved for the review of existing policies and practices and development of new necessary policies and practices; and engagement of relevant stakeholders resulting in the design of an action plan.</p> <p>By November 2011, establish the College, Career, & 21st Century Success</p>

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<p>ready by meeting CSU /UC A-G requirements.</p> <p>Revise existing and adopt new academic policies that revise the graduation requirements to include the UC/CSU A-G course sequence and to improve access to advanced study for all students.</p> <p>Expand AVID or Puento to every secondary school.</p> <p>Expand access to career pathways at every high school, including restructuring and alignment of ROP.</p>	<p>August 2012</p> <p>August 2012</p>	<p>Superintendent's Study Team.</p> <p>By April 2012, a detailed action plan for expanding AVID, PUENTE, and A-G course completion rates, and CSU/UC eligibility has been completed.</p>
<p>1.2.4 Mastery of Advanced Literacies and High Level Multimedia, Multilingual, Multicultural Skills: Develop curriculum and resources for multiple literacy development that include digital and multimedia learning, youth literacies, content literacies, and other emerging literacies.</p> <p>Design, implement, and enhance dual/triple language immersion, one-way immersion, biliteracy, FLES, and world languages programs and pathways.</p>	<p>April 2012</p> <p>June 2012</p>	<p>1.2.4 By February 2012, a cadre of schools ready to implement two-way programs has been identified.</p> <p>By March 2012, a detailed plan to support expansion of literacy instruction PreK-12 to include multiple and advanced literacies has been developed.</p> <p>By October 30, 2011, disaggregated baseline data on students on track to receive the Seal of Biliteracy has been collected.</p>

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1.2.5	Innovation, Creativity, & Solution Seeking Competencies: Support teacher development of integrated classroom and community projects that engage students in creative thinking and solution seeking and application of their academic learning to real world solutions.	December 2011	1.2.5	By December 2011, a portfolio of classroom and community projects has been developed.
	Pursue funding for development and implementation of STEAM (Science, Technology, Engineering, Arts, and Mathematics) initiatives and projects.	January 2012		By January 2012, at least two community or business partners to support these projects have been identified.
	Establish a cadre of “innovator” sites to explore arts integration approaches that yield high intellectual performance.	November 2011		By January 2012, at least one proposal to support STEAM projects has been submitted.
1.2.6	Technological Fluency: Create and complete Phase I implementation of an educational technology system that promotes intelligence, integration, and interaction and that provides equitable access for all students to core curriculum and academic language in the classroom, school, and community.	June 2012	1.2.6	By December 2011, a proposal to support educational technology integration has been submitted for funding.
1.2.7	Social, Civic, and Environmental Responsibility: Develop a portfolio of credit	February 2012	1.2.7	Recommended policy revisions are approved by the Board by February 2012.

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<p>earning alternatives for secondary students through social, civic, and environmental projects and internships.</p> <p>Revise existing academic policies or create new ones to permit this practice.</p> <p>1.2.8 Strength of Body, Mind, and Character: Support teacher development of integrated classroom and community projects that engage students in strengthening their bodies, minds, and characters.</p>	<p>February 2012</p> <p>December 2011</p>		<p>By December 2011, a portfolio of classroom and community projects has been developed.</p> <p>By January 2012, at least two community or business partners to support these projects have been identified.</p> <p>1.2.8 By December 2011, a portfolio of classroom and community projects has been developed.</p> <p>By January 2012, at least two community or business partners to support these projects have been identified.</p>
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Focus Area: Academics**Goal # 2.0:** Raising API (825) scores for all schools and all subgroups by 2014 and meet annual growth targets.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
2.1 21st Century Learning Environments: Create 21st century learning environments of high intellectual performance across the curriculum and in all areas needed for 21st century success.		Leticia Salinas Executive Director of Academic Services	
2.1.1 Reduce the percentage of non-proficient students school wide and within each significant subgroup in all areas tested on the CST and CAHSEE.	August 2012		2.1.1 Results from 2012 CST/CAHSEE assessments show 10% reduction in percentage of non-proficient students school-wide and within each significant subgroup.
2.1.2 For every school, make sufficient API growth to reach 825 within three years. Include actions to reach this goal with SPSA. Continue to use the Intentional Data Study process as part of this work.	August 2012		2.1.2 Results from 2012 CST assessments show target API growth achieved.

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Focus Area: Fiscal Stability			
Goal # 3.0: Student achievement will drive budgetary decisions.			
Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
3.1 Values-Driven LEAP: Develop and implement a Local Educational Agency Plan that is driven by our values and beliefs about student achievement and success.		Leticia Salinas Executive Director of Academic Services	
3.1.1 Convene a Design Team to draft key components of the plan.	October 2011		3.1.1 Board-approved plan
3.1.2 Draft the plan.	October 2011		3.1.2 Phase 1 implementation report.
3.1.3 Secure Board approval of the plan.	November 2011		
3.1.4 Implement Phase 1 of the Plan.	December 2011		
3.2 Academic Accomplishments & Assessment System: Create a culturally and linguistically responsive Academic Accomplishments & Assessment (3A) System through which students demonstrate rigorous mastery of critical academic standards, including 21 st century skills.		Leticia Salinas Executive Director of Academic Services	
3.2.1 Develop a phased development and implementation process that identifies the timeline for each grade and subject area.	December 2011		3.2.1 District-approved plan
3.2.2 Widely communicate the plan.	January 2012		3.2.2 Phase 1 content developed

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3.2.3 Design the Phase 1 content.	May 2012	Stan Dobbs Assistant Superintendent of Business	3.2.3 Phase I implementation report
3.2.4 Implement Phase 1 of the 3A System.	August 2012		
3.3 Values-Driven Resource Allocation & Budgeting: Implement a new model for resource allocation and budget development and monitoring that is driven by our values and beliefs about student achievement and success and that is aligned and responsive to our LEAP and our strategic initiatives and informed by our 3A System.	Ongoing through 7/12		
3.3.1 Develop protocols and structures for district resource allocation and decision-making based on our vision for student success, our LEAP, and our strategic initiatives.	October 2011		3.3.1 Initially use enrollment data to distribute resource allocations. Incorporate achievement data into resource allocation process. Site-based budget development and training.
3.3.2 Develop tools to assist schools in budget development and monitoring that supports our vision for student success, our LEAP, and our strategic initiatives.	September 2011		3.3.2 Beginning, mid and end of year principal-centered analyses indicate that sites have the required base level of resources. Analyses conducted by innovator cadres.
3.3.3 Coordinate Educational Services, Business Services, and Human Resources to provide sites a base level of staffing, funding, instructional and technology resources, assessment and evaluation support, and research and knowledge guidance to enable them to achieve our vision for student success, our strategic initiatives, and our LEAP.	Ongoing		

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<p>3.3.4 Establish innovator cadres to look at the impact of resource allocation decisions on student success.</p>	<p>May 2012</p>		
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Focus Area: Organizational Development**Goal # 4.0:** Consistently maintain a fiscally solvent and positively certified district.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
4.1 Business Services Restructuring			
Restructure Business Services (Team Business) to achieve a Comprehensive Hands-on Approach for Necessary Gains in Efficiency (CHANGE).		Stan Dobbs, Assistant Superintendent of Business	
4.1.1 Continuous Process Improvement (CPI)			
4.1.1.1 Promote a world-class system of HUSD Business Services by implementing and promoting effective and Continuous Process Improvements (CPI) that reduce expenditures and/or generate revenue.	July 2011-June 30, 2012		4.1.1.1 Brand a District wide recognition of "Team Business" in providing services in a timely and efficient manner Establish a District CPI Lead
	December 2011		
4.1.1.2 Implement an improved and more responsive purchasing system.	August 2011-June 30, 2012		4.1.1.2
	September 2011		Hire a Manager of Procurement Services.
	September 30, 2011		Create a customer accessible purchase order (PO) tracking system by August 23, 2011.
	June 30, 2012		Implement an automated (online) and paperless PO system by June 30, 2012.
	April 15, 2012		Reduce PO Turnaround Time to 72 hours by April 15, 2012.

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<p>4.1.1.3 Implement an improved a more efficient and responsive system to book travel and conference requests.</p>	<p>September 30, 2012</p>	<p>Reduce PO Turnaround Time to 24 hours by September 30, 2012.</p>
<p>4.1.1.4 Launch two energy savings initiatives per year.</p>	<p>December 31, 2011</p>	<p>Create a standardize list of vendors by December 15, 2011.</p>
<p>4.1.1.5 Provide planning and training to reduce transportation and facilities maintenance costs.</p>	<p>October 2011</p>	<p>4.1.1.3 Create an economical and efficient alternative method for booking travel and conferences by October 31, 2011.</p>
<p>4.1.1.6 Measure client satisfaction through surveys to be issued electronically to establish satisfaction baseline.</p>	<p>December 31, 2011</p>	<p>Book travel/conference requests within 48 hours of an approved PO by December 31, 2011.</p>
<p>4.2 Fiscal Solvency & Transparency</p>	<p>August 2011- December 2011</p>	<p>4.1.1.4 Demonstrate a 10% savings in no fewer than three major district contracts through negotiations on renewals. Capture results as cost savings.</p> <ul style="list-style-type: none"> - Reprographics services - Transportation services - Energy services - Water conservation - Land use - Any district contracted services
<p>Improve HUD's fiscal solvency and the public's confidence in the district's</p>	<p>August 2011 - June 30, 2012</p>	<p>4.1.1.5 Reduced transportation predictive maintenance costs through training and planning.</p>
<p>4.1.1.6 Survey created and data compiled for review and assessment by October 30, 2011.</p>	<p>October 30, 2011</p>	<p>Reduced facilities predictive maintenance costs through training and planning.</p>

Stan Dobbs,
Assistant
Superintendent of
Business

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<p>financial management.</p> <p>4.2.1 Positive Certification</p> <p>4.2.1.1 Outline concrete steps and timelines with the Fiscal Experts and ACOE to reach and sustain Positive Certification. Understand what it will take and put the necessary steps in place.</p>	<p>July 1, 2011 - June 30, 2012</p> <p>November 2011</p>	<p>4.2.1.1 Attend ACOE CBO trainings and meetings</p> <p>Completed Fiscal Solvency Assessment from ACOE Fiscal Experts</p>
<p>4.2.1.2 Conduct FITAG meetings. Continue and extend the work of the FITAG (Fiscal Integrity & Transparency Advisory Group). Continuously build on the member's base of knowledge of school finance and how it relates to HUSD. Focus on continuously decreasing the structural deficit and increasing revenue.</p>	<p>4.2.1.2</p> <p>July 1, 2011 - June 30, 2012</p> <p>September 2011</p> <p>September 2011 - June 2012</p> <p>September 2011 - June 2012</p>	<p>Invite FITAG 2010-2011 stakeholders to rejoin in 2011-2012.</p> <p>Conduct FITAG meetings. A minimum of six per year.</p> <p>Weekly site visits to focus on transparency</p> <p>Posy all financial related information presented in public on the website within 24 hours</p>
<p>4.2.1.3 Develop Budget Solutions Culture that generate cost savings or reduce expenditures.</p>	<p>July 1, 2011 - June 30, 2012</p>	<p>4.2.1.3 Market a culture that generates revenue and/or decreases expenditures</p>
<p>4.2.2 Comprehensive Hands-on Approach for Necessary Gains in Efficiency (CHANGE)</p>	<p>July 1, 011 - June 30, 2012</p>	<p>Stan Dobbs, Assistant Superintendent of Business</p>

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4.2.2.1 Be the District C.H.A.N.G.E. agent for effective community relations by fostering collaboration with other Hayward leaders in our shared commitment to better serve our local community.	September 2011 October 2011 October 2011	4.2.2.1 Conduct Lean and Six Sigma training with SAT Conduct Lean and Six Sigma training with Board Conduct Lean and Six Sigma training with DLT Implement two continuous process improvement events monthly
4.2.2.2 Continue to familiarize the public regarding the District's financial status in a transparent and consistent manner.	August 2011 – June 30, 2012	4.2.2.2 Post all financial information presented in a public setting on the district's external communication portal with a goal of 24 hours.
4.2.2.3 Conduct routine site visits to focus on transparency.	July 1, 2011 - June 30, 2012	4.2.2.3 Conduct weekly site visits.
4.3 Revenue Enhancement Identify a new revenue stream to significantly enhance HUDS's ability to provide additional resources to its schools and students.	Stan Dobbs, Assistant Superintendent of Business	
4.3.1 Finance Measure 4.3.1.1 Develop a finance measure strategy to provide deficit spending relief.	August 2011 – November 2012	4.3.1.1 Achieve a reduction in district wide deficit spending on the unrestricted general fund by June 30, 2012. Year 1 Goal: 25%. Optimal Goal: No deficit spending.
4.3.1.2 Outline the steps and processes for taking to the voters a revenue enhancement parcel tax and/or Facilities General	August 2011 – September 2011	4.3.1.2 Hire a bond facilitator Hire one consultant to provide a voter opinion survey.

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Obligation Bond as soon as possible.	September 2011		Completed asset management study with values
4.3.1.3 Conduct a citizen survey to assess feasibility of measure and date.	October 2011		4.3.1.3 Review and analyze results for feasibility of use after survey.
4.3.1.4 Pursue Revenue Enhancement/General Obligation Bond Tax measure and/or Tax Rate Extension.	March/August 2012		4.3.1.4 Register with Voters Commission for measure.
4.3.1.5 Create a culture of cost reduction through the pursuit of "Other People's Money" (OPM).	August 2011 – June 30, 2012		4.3.1.5 Market and brand the pursuit of alternative funding sources.
	September 2011		Fully utilize grant writer services.
4.3.1.6 Create profit centers where services are provided.	May/June/November 2012		Pursue and pass finance measure.
4.4 Technology	July 2011-November 2012	Stan Dobbs, Assistant Superintendent of Business	4.3.1.6 Increase revenues from facility use agreements, reprographics services, food services, transportation, warehousing, and any source that can generate funds.
Develop the capacity and planning documents to improve Technology in HUSD to Support Student Learning.			
4.4.1 Redesign IT			
4.4.1.1 Restructure the District's IT department to be more responsive to both Information and Educational Technology	September 2011		4.4.1.1 Restructure plan adopted by board.

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requirements for student academic success.	October – December 2011	Secure funding for adopted plan.
	September – October 2011	Right size the district I/ET support staff.
		Hire a Director of Educational Information Technology.
4.4.1.2 Utilize the recently completed Technology Audit to create a funding mechanism to improve district level capacity and educational use.	July 2011 – June 30, 2012	4.4.1.2 Increase the percentage of teachers using district technology tools in the classroom for instructional purposes.
	April 2012	Increase the number of trainings provided to teachers/staff for district technology tools.
	April 2012	Increase the bandwidth for educational instructions throughout the district
	October 2012	Standardized the hardware and software applications used at school sites.
	April 2012	Technology used to make decisions by assessing student achievement.
4.4.1.3 Develop and transition reprographic services to offer automated IT tools.	July 2011 – June 30, 2012	4.4.1.3 New IT enhanced tools are featured in reprographics to assist customer service options.
	December 2011	Updated pricing listing for Reprographic Services that captures actual overhead costs or better.
4.4.1.4 Begin the replacement of Zangle student software to Aequitos student software	August 2011 – June 30, 2012	4.4.1.4 Transitioned from Zangle to Q Student Information System
Implement finance/HR system upgrades to achieve fluidity.	July 2011 – October 2012	Research replacement for technologically obsolete QSS system.

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<p>4.4.2 External Communication</p> <p>4.4.2.1 Transform the HUSD website into a one-stop portal for external communication to the public.</p> <p>4.4.2.2 Internal Communication</p> <p>4.4.2.3 Develop the district's shared drive or Intranet.</p>	<p>July 2011 – June 30, 2012</p> <p>July 2011 – June 30, 2012</p> <p>April 2012</p> <p>April 2012</p> <p>April 2012</p>	<p>Stan Dobbs, Assistant Superintendent of Business</p> <p>Stan Dobbs, Assistant Superintendent if Business</p>	<p>4.4.2.1 Increase the throughput at the district website for public information.</p> <p>4.4.2.3 Increase the total server size for shared materials placed on the district's intranet or shared drive.</p> <p>District has an operable shared drive and/or Intranet services.</p> <p>Make operational the district blade server.</p> <p>Implement and Test alternative (Cloud) technology at a high school site</p> <p>4.5 Establish BCCC that includes representatives for each bargaining unit.</p>
<p>4.5 The Benefits Cost Containment Committee (BCCC) will meet during the months of September, October and November.</p> <p>4.5.1 HR will invite benefits vendors to present their program offerings to the classified and certificated union representatives.</p>	<p>September- November 2011</p> <p>January 2012</p>	<p>Donna Becnel Assistant Superintendent of Human Resources</p>	

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<p>4.5.2 The BCCC will decide between all of the vendors the best options packets</p> <p>The packages will include:</p> <ul style="list-style-type: none">• Medical coverage• Dental coverage• Life Insurance <p>4.5.3 Structured discussions will be encouraged to help identify areas that our current and future employees would be interested in.</p>	<p>Donna Becnel Assistant Superintendent of Human Resources</p>	<p>4.5.2 The BCCC will engage 5-8 interested vendors for the program. All associations will have the opportunity to share the options with their members.</p> <p>4.5.3 Up to five vendors will be selected to be added to the Benefits selections afforded to the employees.</p> <p>Increase the percent of quality external applicants hired by creating a more attractive benefits package.</p>
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Focus Area: Leadership

Goal # 5.0: Guided by a commitment to equity, create an environment which promotes an actively engaged and supportive community.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
5.1 Family & Community Engagement Engage families and communities in powerful learning and collaboration.		Chien Wu-Fernandez Executive Director of Student and Family Support Services	
5.1.1 Parent Centers: Clarify and communicate the main purposes and expected outcomes of the Parent Centers to support parent education, leadership, and student achievement.	May 2012		5.1.1 By November 2011, the purposes and outcomes for the Parent Centers have been defined and communicated to staff and parents. By May 2012, a 20% increase in parent use of Parent Center services is achieved.
5.1.2 Parent Leadership: Engage historically marginalized families and communities in leadership and partnership opportunities.	May 2012		5.1.2 By May 2012, at least 200 parents have successfully completed the district parent leadership program.
5.1.3 Parent/Community Advisory Groups: Continue to support existing parent/community advisory groups, and establish a Special Education Advisory Group, to be informed by the recommendations of the Special Education Assessment.	May 2012		5.1.3 A stakeholder satisfaction survey indicates 80% satisfaction with opportunities for parents to participate meaningfully in district advisory groups.
5.1.4 Adult Education: Research the feasibility of serving our community through a restructured adult education regional system.	March 2012		5.1.4 A feasibility study is completed and recommendations forwarded to the Board for action.

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Focus Area: Leadership**Goal # 6.0:** Engage all stakeholders to address the needs of the district for long-term stability.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
<p>6.1 Educational Services Redesign: Redefine the purpose of Educational Services and the desired outcomes to be achieved and redesign the organizational structure to align to that purpose and those outcomes.</p>		Francisca Sánchez Associate Superintendent of Educational Services	
<p>6.1.1 Educational Services Essentials: Develop and communicate a vision for student success, a theory of action, and design principles.</p>	September 2011		6.1.1 All administrators are provided with an overview session and a finalized Educational Services Essentials Brochure by September 2011.
<p>6.1.2 Strategic Initiatives & Current Work: Identify and communicate a set of strategic initiatives aligned to expressed board and district leadership priorities, and develop an action plan for each.</p>	November 2011		6.1.2 A detailed action plan is completed for each strategic initiative by November 2011.
<p>Assess all current projects, initiatives, and programs and align to new priorities or design and implement phase-out plans for non-mandatory work that cannot be aligned.</p>	December 2011		An analysis and alignment process is completed for all current work by December 2011.
<p>6.1.3 Organizational Structure: Develop and implement a redesigned organizational and decision-making structure to facilitate successful implementation of the Educational Services essentials and strategic initiatives and to</p>	September 2011		6.1.3 An organizational chart and aligned decision-making structures are completed by September 2011.

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<p>support a district office culture of support and service.</p> <p>6.1.4 Capacity Building: Design and implement leadership and professional development (i.e., facilitative leadership training) to develop, nurture, and retain highly prepared, effective, culturally and linguistically responsive, and adaptive Educational Services staff with strong expertise and self-efficacy.</p>	June 2012	<p>6.1.4 End of year staff surveys indicate 80% have participated in capacity building sessions.</p> <p>75% of those participating indicate growth in their expertise and efficacy.</p>
<p>6.1.5 Partnerships: Intentionally seek alignment and collaboration across central office departments to expand HUSD's capacity for leadership, coaching, and facilitation for equity in order to support site-level transformations.</p>	June 2012	<p>6.1.5 By June 2012, representatives from each of the three major divisions participate in coaching or facilitation training.</p>
<p>Review and build upon current county and city collaborations and collaboratives.</p>	June 2012	<p>By June 2012, a Partnership Portfolio has been developed that outlines HUSD's formal partnerships and the resources each brings to HUSD students, staff, and families.</p>
<p>Seek partnerships with external entities that enhance HUSD's educational services and resources.</p>	June 2012	
<p>6.1.6 Communication: Establish internal and external communication protocols and processes to ensure staff, students, families, community members, and partner organizations have timely and user-friendly access</p>	June 2012	<p>6.1.6 By June 2012, a minimum of three new communication protocols or collateral have been implemented.</p> <p>Stakeholder satisfaction surveys indicate 80% satisfaction with Educational Services communications.</p>

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<p>to the information they need to effectively support our vision for student success.</p> <p>6.1.7 Accountability: Develop Educational Services support, supervision, and evaluation systems aligned to our vision of student success.</p>	<p>November 2011</p>	<p>6.1.7 Educational Services web hits increase by 20% between January 2012 and May 2012.</p> <p>By November 2011, supervision & evaluation protocols for Educational Services staff have been aligned to support our vision for student success.</p>
<p>Design and pilot program evaluation processes and/or protocols to measure the impact on student access and achievement for each area of key Educational Services work.</p>	<p>February 2012</p>	<p>By February 2012, at least one program evaluation process has been designed and piloted to measure student impact of Educational Services work.</p>
<p>6.2 Aspiring Administrators program will continue and be expanded as part of Human Resources hiring practices</p>	<p>September 2011</p>	<p>6.2 Two recruitment sessions will engage 50 interested applicants for the program.</p>
<p>6.2.1 HR will provide two recruitment sessions to solicit applications into the program from classified and certificated employees</p>	<p>Donna Becnel Assistant Superintendent Kathryn Benson Classified Director of Human Resources</p>	<p>6.2.2 35 will be selected for the program. All departments will provide specific training in their department area. Human Resources, Business, Student Services, Assessment, English Language Learners, Special Education.</p>
<p>6.2.2 Over the course of the school year, 7 trainings will be held with different department focuses.</p>	<p>October – May 2012</p>	<p>6.2.3 Leadership development and preparation will be a focus. Topics will include Leadership vs. Management, Process Improvement, Goal Setting and Action Plans, and The Recruitment and Hiring Process. Participants will also have real life, practical applications of administrative work.</p>

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6.2.4 Structured discussions will be encouraged to help identify areas of interest, weakness and strengths and promote networking.

Increase the percent of internal applicants hired by creating a qualified candidate pool ready to assume entry level administrative positions. Candidates who have been interviewed will receive timely status reports regarding the position.

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Focus Area: Organizational Development

Goal # 7.0: Provide and maintain modern up-to-date facilities and systems, including professional development in order to ensure equity and meet district priorities.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
<p>7.1 Develop a Plan/Timeline/Budget to analyze the Demographic Study, the Asset Management Study and the 2011 Facilities Report.</p> <p>The analysis needs to provide a framework for the Board to make decisions on the future of Hayward schools including, but certainly not limited to:</p> <ul style="list-style-type: none"> • Student housing and boundaries • Sale, Lease or use all assets with the most prudent fiscal and academic results • Engaging the public and community in the decision-making processes 	<p>August 12, 2011- June 30, 2012</p>	<p>Stan Dobbs, Assistant Superintendent of Business</p>	
<p>7.1.1 Complete an Asset Management Study for District major land and building assets for academic support housing.</p>	<p>September 21, 2011</p>		<p>7.1.1 Complete phase I of asset study that provides listing and priority of district assets.</p>
<p>7.1.2 Expand the Asset Management Study to include the possible acquisition of land property or building acquisition for academic support housing.</p>	<p>October 30, 2011 October 30, 2011</p>		<p>7.1.2 Make recommendations for assets.</p> <p>Identify properties that are better fit for district goals student success and student to building capacity.</p>
<p>7.1.3 Compute the asset valuation of existing land properties and building assets.</p>	<p>December 15, 2011</p>		<p>7.1.3 An independent report, beyond tax valuation of properties, using current market trends and standards.</p>

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7.1.4 Form a District Asset Committee of community and district stakeholders to serve as a decision making body for recommendations to governing board.	December 15, 2011		7.1.4 Diverse group of civic leaders advocate within the community to sale or lease recommended building properties and/or land. 7-11 committee. Make recommendations on facilities use and capacity planning for next 5 years.
7.1.5 Complete a district demographic study.	October 30, 2011		7.1.5 Completed demographic report with analysis.
7.1.6 Complete a district 5 year facilities master plan	December 15, 2011		7.1.6 Completed 5-year facilities master plan.
7.2 Complete all 5 Measure I projects on or ahead of schedule	August 2012	Dave Gallaher, Chief Facilities Officer	7.2 <u>MLK</u> , <u>Schafer Park</u> , <u>East Ave</u> , <u>Fairview</u> – entire campuses 100% complete <u>Tyrrell</u> – new classrooms 100% complete
	June 2013	Dave Gallaher, Chief Facilities Officer	<u>Tyrrell</u> - new office/library/multi-purpose buildings 100% complete
7.3 Complete all 5 Measure I projects in or under budget	continuous through June 2013	Dave Gallaher, Chief Facilities Officer	7.3 Finish all construction within the construction contract amounts originally approved by the Board Preserve, for additional projects, most or all of the \$20 Million Measure I reserve funds established through competitive bidding & negotiating of the major Measure I contracts
7.4 Maximize the employment of Hayward residents on the Measure I projects	continuous through June 2013	Dave Gallaher, Chief Facilities Officer	7.4 Confirm through contractors' records that at least 30% - 40% of all work performed is by Hayward residents
7.5 Ensure legal compliance and transparency throughout the Measure I program	January 2012	Dave Gallaher, Chief Facilities Officer	7.5 Measure I Bond Oversight Committee presents a positive annual report to the Board Positive annual independent financial and performance audits received

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<p>7.6 Ensure the 5 new Measure I schools are able to be operated and maintained at low annual cost</p> <p>7.7 Ensure the 5 new Measure I schools are able to facilitate effective use of instructional technology</p> <p>7.8 As a result of the asset management and demographic study, recommendation may include "School Closures and Boundary Changes". Changes that impact the bargaining units will be negotiated.</p> <p>Negotiate impacts with bargaining units especially HEA including but not limited to</p> <ul style="list-style-type: none"> ○ Transfers ○ Assignments ○ Packing 	<p>August 2012</p> <p>August 2012</p> <p>January – May 2012</p>	<p>Dave Gallaher, Chief Facilities Officer</p> <p>Dave Gallaher, Chief Facilities Officer</p> <p>Donna Becnel Assistant Superintendent of Human Resources</p>	<p>7.6 A portion of the electricity used at the new schools is generated by onsite solar panels</p> <p>7.7 All classrooms and libraries at the 5 new schools have built-in smart boards and A/V systems on which the school staffs are trained</p> <p>7.8 Smooth transition for school personnel ready to begin the first day of instruction for 2012-2013 school year.</p>
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Focus Area: Student Health and Safety**Goal # 8.0:** District will provide a safe and healthy learning environment.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
8.1 Safety & Disaster Preparedness Ensure Safety and Disaster Preparedness is a top priority, particularly at the District Office Incident Command Center level.	July 1, 2011- June 30, 2012	Stan Dobbs, Assistant Superintendent of Business	
8.1.1 Collaboration with OES Continue to collaborate with local OES professionals on emergency preparedness measures.	October 2011 July 2011 – June 30, 2012	Stan Dobbs, Assistant Superintendent of Business	8.1.1 Select membership of District Safety Committee. Attend DLT, ELAC, Alameda County OES, and Hayward Fire Department Emergency Preparedness meetings and trainings. Conduct the 15 Minute Alcohol Awareness drill with CHP. Participate in Citywide OES drill with local Fire and Police services.
8.2 Safety of District Personnel 8.2.1 Ensure the personal safety of district personnel while providing safe and nurturing workspaces and awareness training.	July 1, 2011- June 30, 2012 January 2012	Stan Dobbs, Assistant Superintendent of Business	8.2.1 Sustain site training for full drills that include IEC, student release, first aid, search, rescued teenagers. Continue the Safety Committee at each site and one at the District level. Work with Parent and Public Associations to prepare community preparedness and involvement.
8.3 Risk Reduction	November 2011 July 1, 2011- June 30, 2012		

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8.3.1 Improve district's risk posture through education and awareness.	January 2012 April 2012 June 2012	Stan Dobbs, Assistant Superintendent of Business	8.3.1 Reduction in Workers' Compensation claims in number and cost by June 30, 2012. Increase all sites and departments accommodation of "Return to Work" Policy.
8.3.2 Introduce Schools Insurance Authority's (SIA) "Employee Entrance Evaluation".	December 2011		8.3.2 Develop and monitor a metric to track the percentage of new employees that reach the end of the probation period without a work related personal injury.
8.3.3 Design supervisor and staff safety training specific to job categories.	April 2012		8.3.3 Increase the number of site level safety communications through awareness training.
8.3.4 Use SIA's safety video library and safety instructors.	October 2011 January 2012 April 2012		8.3.4 Use of video training as awareness for part of injured employee's successful recovery.
8.3.5 Support district and site-level safety committees.	October 2011		8.3.5 Sponsor and support district and site safety training.
8.3.6 Improve campus security and safety	November 2011		8.3.6 Conducted security campus need assessment.
8.4 Safe & Nurturing Environment: Create and support safe, affirming, and enriched school environments for participatory and inclusive learning and interaction.		Chien Wu-Fernandez Executive Director of Student and Family Support Services	
8.4.1 Student Voice & Leadership: Establish opportunities for students PreK-12 to develop their voice and leadership in ways that respect and affirm their multiple identities and to	June 2012		8.4.1 Stakeholder surveys indicate improvements in school climate/culture and in opportunities for traditionally excluded students to participate in school events and activities.

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<p>participate in decision-making around issues where they are key stakeholders.</p> <p>8.4.2 Restorative Practices/Positive School Climate: Design and complete Phase I implementation of a Restorative Practices system that promotes and strengthens positive school culture, enhances pro-social relationships within the school community, and reduces suspensions K-12.</p>	March 2012	<p>8.4.2 Suspension rates for the subgroups that are currently disproportionate have been reduced by 10% by May 2012.</p> <p>Stakeholder surveys indicate improvements in school climate/culture.</p>
<p>8.4.3 Improved Attendance: Implement Attention to Attendance district wide through a partnership with Business Services in order to reduce absenteeism and improve student attendance K-12.</p>	June 2012	<p>8.4.3 Attendance rates improve by 2% at the elementary level and by 4% at the secondary level.</p>
<p>8.4.4 Coordinated Wrap Around Services: Develop and implement a wrap-around student service model designed to support students' multiple and diverse needs and positively impact their educational success. Incorporate RtI2 as part of this work.</p>	April 2012	<p>8.4.4 Stakeholder surveys indicate improvements in availability of support services.</p>

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Focus Area: Student Health and Safety**Goal # 9.0:** District will offer healthy and nutritious meals.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
Child nutrition Department initiatives			
9.1 Develop processes to increase participation in Free/Reduced Meal Program.	October 2011 & April 2012 October 2011 & April 2012	Robin Jones Director, Child Nutrition & Service	10% increase in Free and Reduced Lunch participation before OCT 2011 eligibility cutoff. 20% increase in breakfast participation with an emphasis on high school nutrition break initiative
9.1.1 Evaluate customer wait time for meal services.	October 2011 & April 2012		9.1.1 Improve flow to reduce customer wait time by 10%. Standardized breakfast & lunch times district wide
9.2 Restructure Child Nutrition and Services Department to achieve efficiencies.		Robin Jones Director, Child Nutrition & Services	
9.2.1 Implement Continuous Process Controls (CPI) to improve district service delivery systems.	April 2012 April 2012 April 2012 April 2012		9.2.1 Delivery of all mail to sites to within 24 hours Delivery of all supplies within 24 hours Delivery of all provisions (food) to sites within 24 hours 10% reduction in service delivery vehicle operating costs

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<p>9.3 Evaluate district menus to optimize nutritional value.</p> <p>9.3.1 District menu review by a state certified nutritionist for USDA & CDE mandates on nutrition</p>	<p>December 2011</p> <p>January 2012</p>	<p>Robin Jones Director, Child Nutrition & Services</p>	<p>9.3.1 State certified nutritionist review district menus.</p> <p>Recommendation from nutritionist on compliance with USDA & CDE mandates on nutrition implemented</p>
<p>9.3.2 Conduct a Critical Review Evaluation (CRE) by CDE auditors.</p>	<p>December 2011</p>		<p>9.3.2 Achieved a positive grade on the CRE by CDE.</p>
<p>9.3.3 Improve student awareness of school nutrition through marketing</p>	<p>October 2011</p> <p>January 2012</p> <p>April 2012</p> <p>June 2012</p>		<p>9.3.3 Increased offerings of whole grain, fresh fruit, and vegetables into elementary menu</p> <p>Increased secondary level daily choices to introduce and include whole grain salads</p> <p>On site campaigns on nutritional awareness</p>
<p>9.3.4 Establish a student focus group to gain feedback on menu choices.</p>	<p>October 2011</p> <p>January 2012</p> <p>April 2012</p>		<p>9.3.4 Monitor /correct/change menus based on student preferences.</p> <p>Provide nutrition caloric values for all menu choices</p> <p>Establish caloric intake goals for student awareness of consumption.</p>
<p>9.3.5 Establish a publicly held quarterly menu review meeting</p>	<p>October 2011</p> <p>January 2012</p> <p>April 2012</p> <p>June 2012</p>		<p>9.3.5 Catalog public concerns with menu choices</p> <p>Raise the awareness of caloric intake and meal choice with parents and the public.</p>

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Focus Area: Expectations and Accountability**Goal # 10.0:** District is committed to high expectations and accountability.

Objective/Action Plan:	Timeline	Person Responsible	Success Indicators
10.1 Performance evaluations for teachers will be consistent and timely throughout the district.			10.1 Level of detail and responsiveness/clarity will result in improved teacher reflection and growth All timelines will be met in accordance to the Trainings will be held with principals to engage in best practices in observations and evaluations. Trainings will include Understanding the implementation of the California Standard for the Teaching Profession, Writing clear observations for feedback, and Workshops to assure consistency among administrators.
10.1.1 Trainings with administrators to assure consistency	September 2011 – February 2012	Donna Becnel Assistant Superintendent of Human Resources	
10.1.2 Maintain system to assure timelines are met	August, December and May	Donna Becnel Assistant Superintendent of Human Resources	All timelines will be met in accordance to the HEA/HUSD contract. Focus will be placed on the process used with temporary and probationary employees
10.2 Refine and develop consistent process for peer and portfolio evaluations	October 2011 – March 2012	Donna Becnel Assistant Superintendent of Human Resources	10.2 Peer and Portfolio evaluations with have consistent process across the district
10.2.1 Review work with principals to provide clarity for the peer and portfolio evaluation process. Include feedback from teachers who used the peer or portfolio process	November – January 2012		10.2.1 Develop and send survey to teachers and administrators who used the peer or portfolio evaluation system to determine successes and areas to improve in the system
10.3 Performance evaluations for classified staff will be consistent and timely throughout the district	October – January 2012	Donna Becnel Assistant Superintendent of Human Resources Kathryn Benson Classified Director of Human Resources	10.3 All timelines will be met based on contractual deadlines. Administrators will be trained in the use of a more collaborative method of evaluations to promote a higher level of service and skill in supporting the staff and students of HUSD

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10.4 Review and revise classified evaluations to assure consistent application and support classified employees. Work with employees groups on any revisions	October 2011 – March 2012		10.4 Work with administrators and employee groups to review criteria currently on forms. Review processes used in other districts. Determine recommendations for HUSD
10.5 Negotiate final criteria and forms for compliance with SIG grant for SIG schools 10.5.1 Work with HEA and principals to develop teacher evaluation process consistent with the SIG grant	September 2011 - January 2012	Donna Becnel Assistant Superintendent of Human Resources Kathryn Benson Classified Director of Human Resources	10.5 A Memorandum of Understanding will be signed between HEA and HUSD to fulfill the requirements of SIG. 10.5.1 The new/additional evaluation process will be implemented for the 2011-2012 school year and reviewed for use and effectiveness by June 2012. Level of detail and responsiveness/clarity will result in improved teacher reflection and growth. All timelines will be met in accordance to the HEA/HUSD contract.
10.6 Design and provide a series of training programs for administrators to develop skills in the areas of Documentation, Clear and Responsive Evaluations, Leadership Skills and Professional Learning Communities	September 2011 – June 2012	Donna Becnel Assistant Superintendent of Human Resources Kathryn Benson Classified Director of Human Resources	10.6 A series of 1 hour workshops will be held twice monthly. Administrators will increase their proficiency and take away specific actions to use with students, staff and community.
10.7 Direction & Support to Sites Provide strategic direction and support to principals and sites focused on improving the quality of classroom instruction and interaction.		Francisca Sánchez Associate Superintendent of Educational Services	
10.7.1 Vision for Student Success: Create and communicate to the principals and sites the Educational Services vision for student success that will guide our work.	October 2011		10.7.1 Sites contribute examples of “living the vision” through stories that can be shared on the website.
At the sites, seize	Ongoing		

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<p>opportunities in the classroom and throughout the school to further our vision for student success.</p> <p>10.7.2 Instructional Priorities: Communicate to the principals and sites our instructional priorities and expectations.</p>	November 2011	<p>By February 2012, principals and central office staff have completed classroom observations of practice and student work, and analyses of results prepared.</p>
<p>At the sites, implement those instructional priorities with fidelity.</p>	February 2012	
<p>10.7.3 Quality of Classroom: Instruction and Interactions: Communicate to principals and sites our expectations for quality classroom instruction and interaction, including implementation of our essential pedagogical and assessment practices for 21st century learning environments of high intellectual engagement and performance.</p>	November 2011	<p>Site and central office staff provide concrete examples of teacher and student work that demonstrates the essential practices.</p> <p>Through DLT/ILT sharing, principals provide examples of monitoring systems and structures in use at sites.</p>
<p>Provide guidance to principals for establishing systems to monitor teacher practice and to engage teachers in examining the impact of their practice on student engagement, achievement, and 21st century success.</p>	Ongoing	
<p>Provide guidance to</p>	Ongoing	

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<p>principals for establishing structures to support their staffs' capacity and growth.</p> <p>10.7.4 Leadership and Professional Development: Coordinate with Business and Human Resources to provide site principals, teachers, and support staff with the leadership and professional development they need to be effective educators capable of successfully meeting our educational goals and objectives and making our vision for student success come alive for their students.</p>	<p>Ongoing</p>	<p>Ongoing</p>	<p>10.7.4 By October 2011, professional development calendars have been disseminated to all sites.</p> <p>By October 2011, implementation and impact evaluation modules have been incorporated into all professional development activities.</p> <p>By March 2012, follow up assessments have been conducted with randomly selected stakeholders to corroborate implementation and impact self-reports.</p>
<p>District and Instructional Leadership Team sessions will be organized to support principal and administrator leadership development.</p> <p>10.7.5 Principal Support and Evaluation: Provide each principal with an evaluator and a support provider.</p> <p>Match principals with coaches who can help them enhance their expertise and skill.</p> <p>Provide structures and protocols for principals to learn from each other and to engage in reflection and deep learning.</p>	<p>September 2011</p> <p>October 2011</p> <p>October 2011</p>	<p>10.7.5 By August 2011, each principal will be assigned an evaluator and a support provider.</p> <p>By September 2011, coaches will be assigned to selected principals.</p> <p>By October 2011, two structures or protocols will be identified, based on principal input, for collegial learning and reflection to improve student engagement, achievement, and 21st century success.</p>	

Agenda Item:	H.2
Page Number:	1 of 1
Bd. Meeting Date:	10/12/11
Consent:	x
	Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sánchez, Associate Superintendent, Educational Services

SUBJECT: Update on African American Student Achievement Convening

BOARD GOAL: #1 - Prepare all students, beginning with kindergarten, to be college ready by meeting CSU/UC a-g requirements.

ACTION PLAN ITEM: #1.1.1 - Student Engagement & Achievement

Purpose of Presentation

We will update the Board on the African American Student Achievement Convening, which was held on September 29-30, 2011.

History/Background

In response to the Board's priority to dramatically improve engagement, achievement, and 21st century success for HUSD's African American students, a convening was planned to (a) envision what a 21st Century African American Student Achievement Initiative tailored to the strengths, needs, and interests of HUSD's students would look like; (b) develop recommendations for the design and implementation of such an initiative and the necessary support systems; and (c) develop the relationships necessary to do our best collaborative work now and in the future on behalf of our African American students.

Implementation

Approximately 100 staff, students, parents, employee organization partners, community members, university partners, and experts met on September 29-30, 2011 to review the data on African American student achievement, identify hopes and actions, build a shared information base about what works, create a story of success for what we want to have accomplished within three years, identify key design and operational principles, review and refine the preliminary action plan, identify the key actions to be implemented between October 2011 and February 2012, establish key next steps, and build critical connections and relationships for moving the work forward.

The two days were facilitated by Francisca Sánchez and Yvette Jackson, CEO of the National Urban Alliance, with assistance from a cadre of small group facilitators. The convening products and process will be memorialized in a convening proceedings document, which is tentatively scheduled to be completed by the end of October 2011.

An evaluation was completed by participants at the end of Day Two, and participants are also being asked to complete an online survey. Results will be analyzed and shared with the Board.

Recommendation

It is recommended that the Board of Education receive the Convening Report, which will be delivered by Francisca Sánchez and a small group representing the participants.

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: SECOND PHASE ASSET MANAGEMENT STUDY – PART I

BOARD GOAL: # 4: Consistently maintain a fiscally solvent and Positively Certified district

PURPOSE OF PRESENTATION:

To determine which properties from the initial asset study require further analysis.

HISTORY/BACKGROUND:

In April 2011, the Governing Board authorized the Asset Management Study to form a strategy to face the changing economies of the State and to sustain the Boards vital role to develop and sustain reliable income streams to augment revenue short falls. With this objective in mind, the District sought to develop plans to market the properties to potential buyers and to secure long-term tenants, land trades or sales. Dutra, Cerro and Graden (DCG) were awarded the contract through a competitive bid process to perform these services. DCG has provided several updates on the status of the project and is prepared to begin the Phase II portion of the work for the district. Phase I included the assessment and revenue potential of 16 district sites. The Phase II study requires a subset of the study to only look at those sites that have a potential for sell, lease or swap.

The goal for the Asset Management Study is to provide a means through the sell, lease or swap of District properties to (1) improve the financial picture of HUSD, (2) coordinate and improve services to students, staff and community, and (3) provide better instructional and learning environments. The need to reduce and eliminate the current deficit spending practice within the district is critical to the solvency of the District. The deficit spending posture depletes the available cash from the District at a rate that far exceeds the appropriation and deferrals of funds. The need to address this issue is critical. The coordination and improvement of services to students, staff and community may include providing for joint use facilities, relocation programs to be more accessible to students, and expanding programs options. Providing better instructional and learning environments may include updated facilities or technology enhancements that support student and staff development. The need for this study supports more than just the financial side of the K-12 public education experience, the study will also provide a means to optimize what is offered to the students within the district to assist with achieving academic excellence and community advocacy for a better quality of life.

Sites within the district, such as John Muir, that are currently closed are not part of this study. It is within the abilities of the staff to determine the costs associated with re-opening a district site upon a board decision to perform the task.

The board will determine which sites to perform a more detailed evaluation that will include potential clients for sell, lease or swap of District properties.

IMPLEMENTATION:

Study Options

Property Study A

Sunset Options: The proposed detailed study encompasses a Master Plan for (1) H.A.R.D., County and City of Hayward support, (2) cost estimates to upgrade existing schools and to develop a new ROP School, and (3) site design for a new Cherryland Elementary School with a Community Park and Recreation Center for public access and use. The timeline for information on the feasibility of the site concept is 18-24 months. Due to the spacious 35.75 acres and full square block location, the property is ideal for many applications and uses. Key decision points will include:

- Buy in from other surrounding stakeholders regarding the disposition of Eden ROP if the ROP concept is adopted at Sunset
- The availability of WW Funds for HARD
- If funding is secured to build a new Cherryland Elementary, how will that effect the boundary study
- Is HARD committed to a community facility

It is necessary to study the Sunset Option concept because of its tremendous potential to improve the financial picture of the district, coordinate and improve services offered to students, staff and the community, and to provide more options to provide a better instructional and learning environment for Hayward youth. A new Cherryland school would prevent the overcrowding of the current school and eliminate the need to redirect students through busing to other sites for learning. The potential revenue from a sale or redesign is \$3.2 - \$12.9 Million dollars to the operating general fund. The revenue is based on a sale only and will be less if sold to HARD vice a private developer.

Property Study B

Markham Option: The proposed detailed study of the Markham project will include the feasibility of leasing the site for other uses other than providing instructional services for Hayward youth. The site currently houses the Faith Ringold alternative K-8 learning program that utilizes less than 25% of the sites capacity. Two decisions will need to be made in regards to this option, (1) do you relocate Faith Ringold or (2) do you lease the remaining 75% of the property not utilized by Faith Ringold programs. The site contains 6.71 acres of buildings and grounds that are under-utilized. The anticipated timeline to determine if the lease option is feasible is 12 to 15 months. The revenue potential from a lease is approximately \$23,000 annually. The estimate is based on a lease of only 50% of the property. The realized revenue will be used to reduce the district's deficit spending obligations.

Property Study C

Helen Turner & Darwin Option: The Helen Turner and Darwin Study Option requires a detailed feasibility analysis to determine if HARD and the City of Hayward has access to adequate WW Funds for the acquisition, improvement and maintenance of surplus field areas and shared use with the current district operations at those sites. The timeline for the study results would be 9 to 12 months. The strategy at Helen Turner would be to lease or sale the unused portion of the lot to HARD for public park and recreation uses. The revenue potential is \$775,000 to \$3.1 million dollars. The generated funds would be used to offset the current deficit spending of the district's general fund.

The Darwin Center is currently leased to Impact Academy as a charter school program. The revenues generated for the lease of the property to a charter school is significantly less than a lease to a private developer or company. There are five acres of land, adjacent to HARD Park, that is unused by the Impact Academy program. This land could be sold or leased to HARD for development with a revenue generation potential of \$1.2 to \$5.1 million dollars based on the purchaser's public or private status.

The sale or lease of the unused spaces at these two properties have no direct impact to students and will offer coordinated and improved services to students, staff and the community.

Property Study D

Glassbrook Options: The Glassbrook site represents one of the most viable residential development opportunities within the district. The 9.26 acres lot is conveniently located on a heavily traveled road way and is adjacent to a mid-density housing community. The land use strategy would be to sell to a residential developer for revenues in the range of \$7.4 to \$9.5 million dollars. The timeline would be 12 to 15 months to attract large clientele for potential development. The area could easily provide needed area services such as hospital, grocery stores, pharmacy and other essential quality of life services.

This option would require the relocation of the students housed at Glassbrook. A formal community climate survey would be required through the 7-11 committee process to evaluate the impact of the execution of this option. The students would be relocated to the newly built Schafer Park and Tyrell Elementary schools where the increased capacity could support the new student additions as early as the 2012/13 school year.

The realized revenues would be used to reduce the deficit spending posture of the district's general fund and to provide a venue for improved quality of life services within the Glassbrook, Tyrell and Schafer Park communities.

Property Study E

Peixoto Options: The Peixoto study option includes the sell to a residential developer the 8.4 acres within a mid-density housing area. The property is currently leased to the Hayward Child, Family and Community Services (CFCS) Department. A sell of this property would require the displacement and relocation of the CFCS operation to another property with the city of Hayward. As the holder of the facility use agreement, the city has no obligation to relocate the services. The revenue potential is \$6.7 to \$8.5 million dollars and the timeline to complete the sell would be 12 to 15 months. The impact to the local community or customers of the CFCS is unknown until a 7-11 committee study is completed to assess the viability of the option as a benefit to the community. The Peixoto site is a candidate because it is not utilized to offer services to K-12 students, it is a closed facility for instructional purposes, it has the ability to generate significant revenues through a sell for the district's general fund and it can provide much needed affordable housing for the community in the future.

Property Study F

Laurel Adult Options: The Laurel facility houses several Special Education classes for the District. The property is comprised of 5.4 acres and is located close to the commute arterial. The property is a prime candidate to sell for residential development because of the housing density. The sale of Laurel could generate \$4.3 to \$5.4 million in one-time revenue for the District. The property can support approximately 65 lots for single family housing. The relocation of student services for the special education function would be required.

RECOMMENDATIONS:

The board may select which property study options (A – F) to perform further detailed analysis.

- _____ Property Study A
- _____ Property Study B
- _____ Property Study C
- _____ Property Study D
- _____ Property Study E
- _____ Property Study F

Sample Estimate

*** Narrows properties studied from (sixteen) 16 to a subset of six (6)
 *** Seeks to align real property strategy with Board priorities
 *** Seeks to provide confirmation that income streams identified in Phase I can be feasibly achieved
 *** Projected Recurring Annual Income Streams: \$ 223,000 - \$446,000
 *** Projected Sales Proceeds: \$9,375,000 - \$17,700,000

Property	Scope of Service	Value	Fee	Specialized Services
Sunset	Study proposed Master Plan for (1) HARD, County and City support, (2) cost estimates to upgrade existing schools and new ROP School and (3) site design for Cherryland Elementary & Community Park & Recreation Center, etc.	TBD	\$9,250	Land Planning, Architecture and Construction Cost Estimates Not to Exceed \$20,000
Markham	Work with staff to determine if Faith Ringgold students can be relocated or if only a portion of the school shall be available for lease. Generate custom website to gauge lease interest and obtain property inspection to determine costs to prepare and maintain school as a leased asset.	\$223K - \$446K Yr Annual Income	\$9,250	Property Condition Assessment and other Property Inspections Not to Exceed \$10,000
Helen Turner & Darwin	Investigate feasibility of HARD and City of Hayward support for use of WW Funds for acquisition, improvement and maintenance of surplus field areas and shared use with HUSD schools and prepare land plans to substantiate land values.	\$775K - \$3.1M \$1.2M - \$5.1M	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
Glassbrook	Work with staff to determine if students can be relocated to nearby schools. If it appears to align with Board priorities, this site represents one of the most viable residential development opportunities. Preliminary land plan would be vetted with civil engineers and residential builders to gauge interest and substantiate land values.	\$7.4M - \$9.5M	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
Peixoto	Because school is currently leased to Child, Family and Community Services, but they do not use large portions of field area, prepare preliminary study regarding feasibility for residential development in surplus area.	TBD	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
Laurel Adult	Work with staff to determine if students can be relocated to nearby schools. If it appears to align with Board priorities, this site represents one of the most viable residential development opportunities. Preliminary land plan would be vetted with civil engineers and residential builders to gauge interest and substantiate land values.	\$4.3M - \$5.4M	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000

Services		Costs
Service Fees	(Fixed)	\$ 55,500.00
Specialized Services Fees	Not To Exceed (NTE) Costs	\$ 90,000.00
Potential Grand Total	Not To Exceed (NTE) Costs	\$ 145,500.00

Agenda Item No.: H.4
Page: 1 of 3
Board Meeting Date: 10/12/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: CONSULTANTS FOR SECOND PHASE ASSET
MANAGEMENT STUDY– PART II

BOARD GOAL: # 4: Consistently maintain a fiscally solvent and
Positively Certified district

PURPOSE OF PRESENTATION:

The purpose of the Asset Management Study Phase II Part II analysis is to assign contracted support to the projects outlined by board action.

HISTORY/BACKGROUND:

The goal for the Asset Management Study is to provide a means through the sell, lease or swap of District properties to (1) improve the financial picture of HUSD, (2) coordinate and improve services to students, staff and community, and (3) provide better instructional and learning environments.

In April 2011, the Governing Board authorized the Asset Management Study to form a strategy to face the changing economies of the State and to sustain the Boards vital role to develop and sustain reliable income streams to augment revenue short falls. With this objective in mind, the District sought to develop plans to market the properties to potential tenants and to secure long-term tenants, land trades or sales. Dutra, Cerro and Graden (DCG) was awarded the Phase I contract through a competitive bid process to perform these services. DCG has provided several updates on the status of the project and is prepared to begin the Phase II portion of the work for the district. Phase I included the assessment and revenue potential of 16 district sites. The Phase II study requires a subset of the study to only look at those sites, **selected by the board**, that have a potential for sell, lease or swap.

IMPLEMENTATION:

In consideration of the sites selected by board action, the Governing Board will assign contract items for Dutra, Cerro and Graden to perform detailed analysis to evaluate the potential for sell, lease or swap of District properties.

RECOMMENDATIONS:**Action**

The Board is to approve Dutra, Cerro and Graden for the 2nd Phase Analysis of the approved studies as in the previous Agenda Item H.4

	<u>Fee</u>	<u>Specialized Services</u>
_____ Property Study A (Sunset)	\$9,250	Land Planning, Architecture and Construction Cost Estimates Not to Exceed \$20,000
_____ Property Study B (Markham)	\$9,250	Property Condition Assessment and other Property Inspections Not to Exceed \$10,000
_____ Property Study C (Helen Turner & Darwin)	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
_____ Property Study D (Glassbrook)	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
_____ Property Study E (Peixoto)	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
_____ Property Study F (Laurel Adult)	\$9,250	Civil Engineer, Land Planning Not to Exceed \$15,000
TOTAL 		

Fund: General Fund
 Program: _____
 Amount: NTE \$145,500.00
 Budgeted: X Yes No

Second Phase Analysis

*** Narrows properties studied from (sixteen) 16 to a subset of six (6)
 *** Seeks to align real property strategy with Board priorities
 *** Seeks to provide confirmation that income streams identified in Phase I can be feasibly achieved
 *** Projected Recurring Annual Income Streams: \$ 223,000 - \$446,000
 *** Projected Sales Proceeds: \$9,375,000 - \$17,700,000

Property	Scope of Service	Value	Fee	Specialized Services
Sunset	Study proposed Master Plan for (1) HARD, County and City support, (2) cost estimates to upgrade existing schools and new ROP School and (3) site design for Cherryland Elementary & Community Park & Recreation Center, etc.	TBD	\$9,250	Land Planning, Architecture and Construction Cost Estimates Not to Exceed \$20,000
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Services			Costs
Service Fees	(Fixed)		\$ 55,500.00
Specialized Services Fees	Not To Exceed (NTE) Costs		\$ 90,000.00
Potential Grand Total	Not To Exceed (NTE) Costs		\$ 145,500.00

Agenda Item No.: H.5.
Page: 1 of 7
Board Meeting Date: 10/12/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Superintendent

SUBMITTED BY: Janis Duran, Superintendent

SUBJECT: Approve the Restructuring of Business Services and Educational Services

BOARD GOAL: #4 Consistently maintain a fiscally solvent and positively certified District
#6. Engage all stakeholders to address the needs of the District for long-term stability.

PURPOSE OF PRESENTATION:

The Board of Education adopted District Goals on August 24, 2011. In order to implement these Goals and to more efficiently conduct the District's business of educating our student there is a need to restructure the Business Services Department and the Educational Services Department.

HISTORY/BACKGROUND:

The Board reviewed, revised and approved a Management Organizational Chart in the Spring of 2010. There is a need to revise the manner in which the District is organized in order to implement the Board Adopted District Goals.

IMPLEMENTATION:

The Organizational Chart is a description of the management structure of the District and how it functions. Because 82% of the District's budget is spent on people, this chart must remain fiscally cautious so as to get the work done according to the Board's direction within the finances available. The Organizational Charts will be presented at tonight's board Meeting. Staff will respond to questions and direction by the Board.

RECOMMENDATION:

Approve the restructuring of Business Services and Educational Services or provide direction for a revision to be presented at the October 26, 2011 Board Meeting.

Fund:	N/A		
Program:	N/A		
Amount:	N/A		
Budgeted	N/A	Yes	No
Restricted:	N/A	Yes	No

Business Services Redesign Summary

Charge

The Assistant Superintendent of Business Services was charged with redefining the purpose of Business Services and the desired outcomes to be achieved and redesigning the organizational structure to align to that purpose and those outcomes.

Redesign Process

The Business Services leadership team conducted research/interviews with the superintendent, board members, selected principals, and key Business Services directors to identify current thinking about purpose and outcomes. As a result, a preliminary concept for discussion was shared with the Superintendent's Action Team in July, and a concept paper drafted that articulated purpose, desired outcomes, and proposed organizational design. This was shared with Business Services staff and with district administrators in August, and in September. The workflow plan was designed to align Business Services priorities and work assignments to the Board-adopted district goals. As a result, the organizational chart for Business Services was revised.

Business Services Essentials & Strategic Objectives

In preparation for the August Administrator Convocation, we developed a Team Business Services Manual that outlined our policies and procedures. In addition, we crafted and communicated to participants our new CHANGE (Comprehensive Hands-on Approach to Necessary Gains in Efficiencies) philosophy that will permeate all essential business (finance, operations & technology) services. A single email address (teambusiness@husd.us) was created to streamline the communication process for all clients. Additionally, a newsletter titled CHANGE NOTICES is in development to communicate and promote change methodology to clients' throughout the district.

Business Services Workflow Plan

The preliminary Workflow Plan developed in August has now been updated to reflect the Board-adopted goals. The Workflow Plan is primarily organized to align with the current student feeder school model. The staff and associated workflow will be divided into three teams organized from High School to its servicing feeder middle and elementary schools. The new team concept will allow a principal to receive targeted services on any business related service from his/her assigned the Team Business members. For example, in Fiscal Services, the three Budget Analysts will act as team leaders and will lead an Accountant, an Accounts Payable Clerk (shown on the Org Chart as Acct Specialist) and a Payroll Technicians in regards to workflow processes and deliver specialized services to the Hayward, Mt Eden and Tennyson High School Principals plus their respective feeder schools. Sites will experience one stop services and staff can provide targeted site training in areas that require attention to achieve gains in efficiency. The comprehensive hands-on approach to process improvement will provide continuous operational value once properly aligned with HR and technology.

In addition to the Three Team approach, Business Services has streamlined the organizational structure by realigning the Manager of Risk Management position to report to the Director of Maintenance, Operations & Transportation, and by right-sizing the Purchasing lead position from Director to Manager reporting to the Director of Fiscal Services. Finally, the Warehousing and Print Shop functions have been realigned from Purchasing to Child Nutrition & Services and the newly formed Educational Information Technology (EIT) Departments, respectively. The end result is that all existing Business Services Directors gained additional business services related responsibilities, and exposure to the methodology of Lean & Six Sigma Continuous Process Improvement Management.

Business Services Organizational Chart

We have strategically, operationally and tactically reconstructed the Organizational Chart (copy provided) to depict the desired Three Team approach for providing World Class Educational Support Services to all students, staff, schools and programs. In Hayward Team Business, All Means All!

HAYWARD UNIFIED SCHOOL DISTRICT BUSINESS SERVICES - Organizational Chart

ASSISTANT SUPERINTENDENT

Sr. Executive Assistant

Director II, Fiscal Services

Position Control System
Accounting Manager
Manager of Purchasing
Office Specialist
2 Buyer

Director II, Child Nutrition & Services

2 Child Nutrition Accountant
Storekeeper
Custodian
Manager of Operation and Delivery Systems
Elementary Field Supervisor
31 CN Assistants
Elementary Field Supervisor
28 CN Assistants
5 Food Transporters
T1 Warehouse Delivery Driver
T2 Warehouse Delivery Driver
T3 Warehouse Delivery Driver
Mover

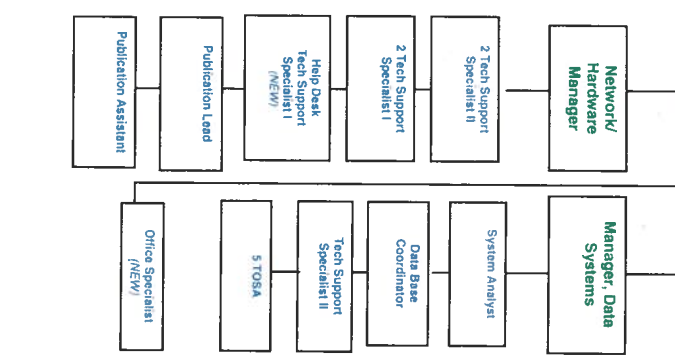
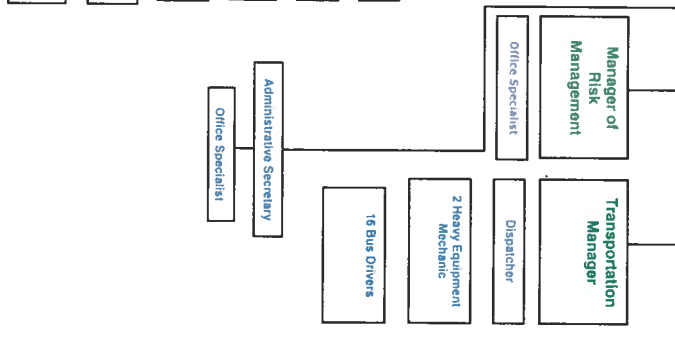
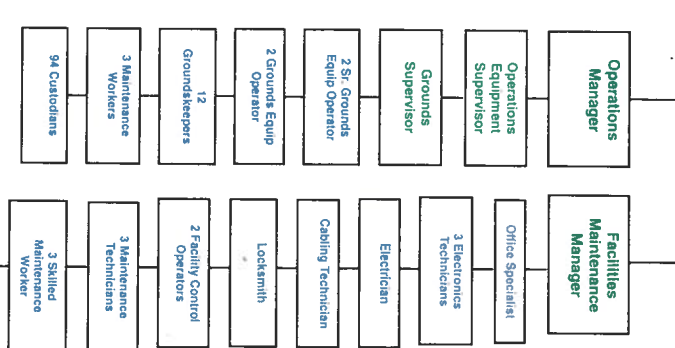
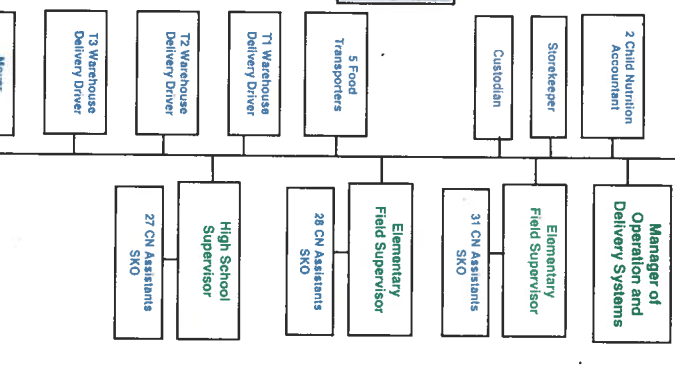
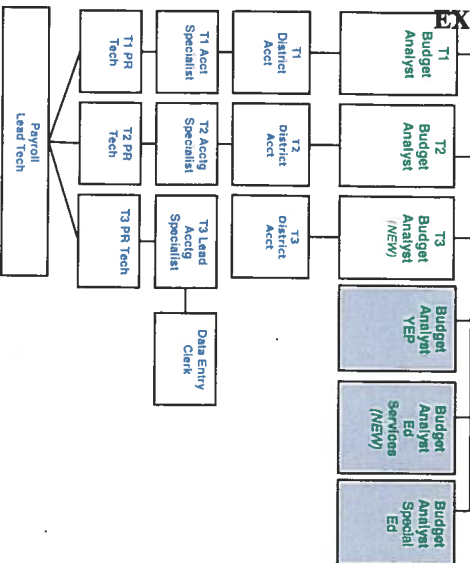
Director II, Maintenance Operations & Transportation

Operations Manager
Facilities Maintenance Manager
Manager of Risk Management
Transportation Manager
Office Specialist
Office Specialist
Dispatcher
3 Electronics Technicians
Electrician
Cabling Technician
Locksmith
2 Sr. Grounds Equip Operator
2 Grounds Equip Operator
12 Groundskeepers
3 Maintenance Workers
94 Custodians
3 Skilled Maintenance Worker
3 Painters
Glazier
3 Campus Security

Director II, Education Informational Technology Services

Network/Hardware Manager
Manager, Data Systems
2 Tech Support Specialist II
2 Tech Support Specialist I
Help Desk Tech Support Specialist I (NEW)
Publication Lead
Publication Assistant
Office Specialist (NEW)

EXHIBIT H.5 Page 3 of 7



Educational Services Redesign Summary

Charge

The Associate Superintendent of Educational Services was charged with redefining the purpose of Educational Services and the desired outcomes to be achieved and redesigning the organizational structure to align to that purpose and those outcomes.

Redesign Process

The Educational Services leadership team conducted research/interviews with the superintendent, board members, selected principals, and key Educational Services directors to identify current thinking about purpose and outcomes. As a result, a preliminary concept for discussion was shared with the Superintendent's Action Team in July, and a concept paper drafted that articulated purpose, desired outcomes, and proposed organizational design. This was shared with Educational Services staff and with district administrators in August, and in September, the workflow plan was designed to align Educational Services priorities and work assignments to the Board-adopted district goals. It was determined that the organizational chart would not be dramatically revised at this time and that current supervisory relationships would be maintained until the new workflow plan could be implemented and assessed for impact and efficiency in the early spring. At that time, needed adjustments to the organizational chart will be made, effective July 1, 2012.

Educational Services Essentials & Strategic Objectives

In preparation for the August Administrator Convocation, we developed an Educational Services Booklet that articulated our progress in crafting our vision for student success, our purpose statement, our principles and commitments, and our theory of action. This booklet also described our strategic objectives, based on the Superintendent's Looking Forward document. We are now in process of revising this booklet to reflect the Board-adopted district goals and will share that with the Board at an upcoming board meeting.

Educational Services Workflow Plan

The preliminary Workflow Plan developed in August has now been updated to reflect the Board-adopted goals. We will be implementing this plan during fall and winter this year, and assessing its impact and efficiency in the spring of 2012 in order to finalize it and then align our organizational chart as appropriate for maximum impact and efficiency. The Workflow Plan is organized by our key objectives and action steps, with existing work and projects integrated as appropriate. In some cases, we are still in process of identifying which staff's assignments will be revised in order to focus on the key objectives and action steps. We are also beginning a process of assessing current work to determine its level of alignment to our priority work, its potential for alignment if it doesn't currently support our priority work, and our phase out process if we determine that it's not feasible to align it. Part of the alignment work will include reviewing how we allocate our resources to most powerfully support our priorities.

Educational Services Organizational Chart

We have made a strategic decision to leave our organizational (supervisory) relationships much as they are until we have evidence that our workflow plan is successful. For the time being, we are recommending only three changes: (1) the addition of a senior executive secretary for Executive Director Leticia Salinas, who is the only Executive Director in the organization without such support, (2) the addition of an Occupational Therapist, and (3) the change of a Director I position to a Director II.

HAYWARD UNIFIED SCHOOL DISTRICT EDUCATIONAL SERVICES – Organizational Chart

ASSOCIATE SUPERINTENDENT

ElT Director

K – 12 Principals

Sr. Executive Assistant

EXECUTIVE DIRECTOR, Student & Family Support Services

K – 12 Principals

Coordinator, Child Welfare & Attendance

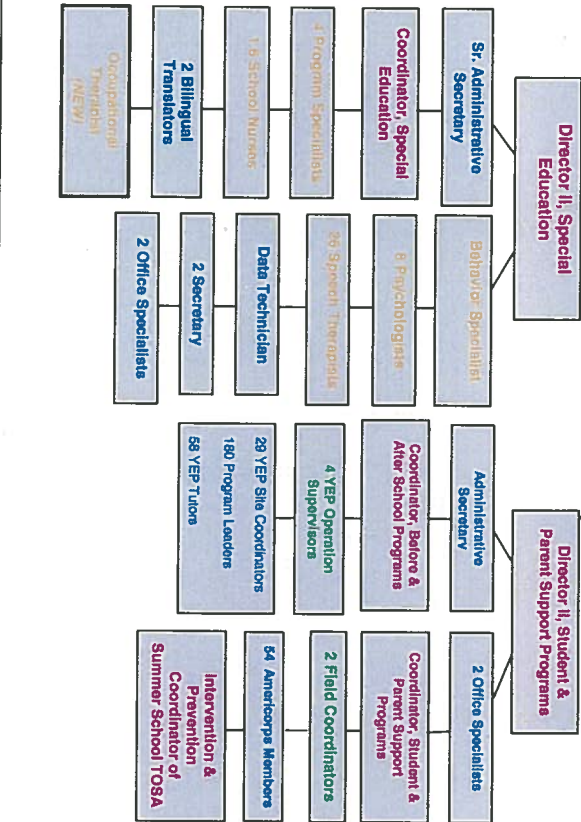
Secretary

3 CWA Outreach Workers

30 Counselors

5 Office Specialist

Student Records



EXECUTIVE DIRECTOR, Academic Affairs

K – 12 Principals

Director II, State & Federal Programs

Sr. Administrative Secretary

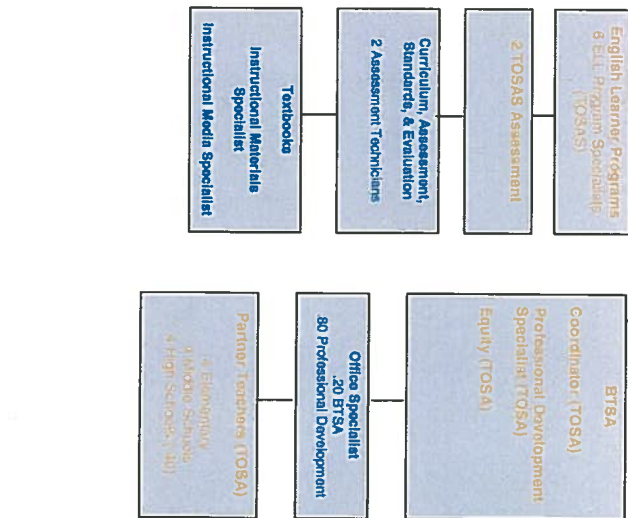
Library/Technology TOSA

Secondary/SIAC Administrator

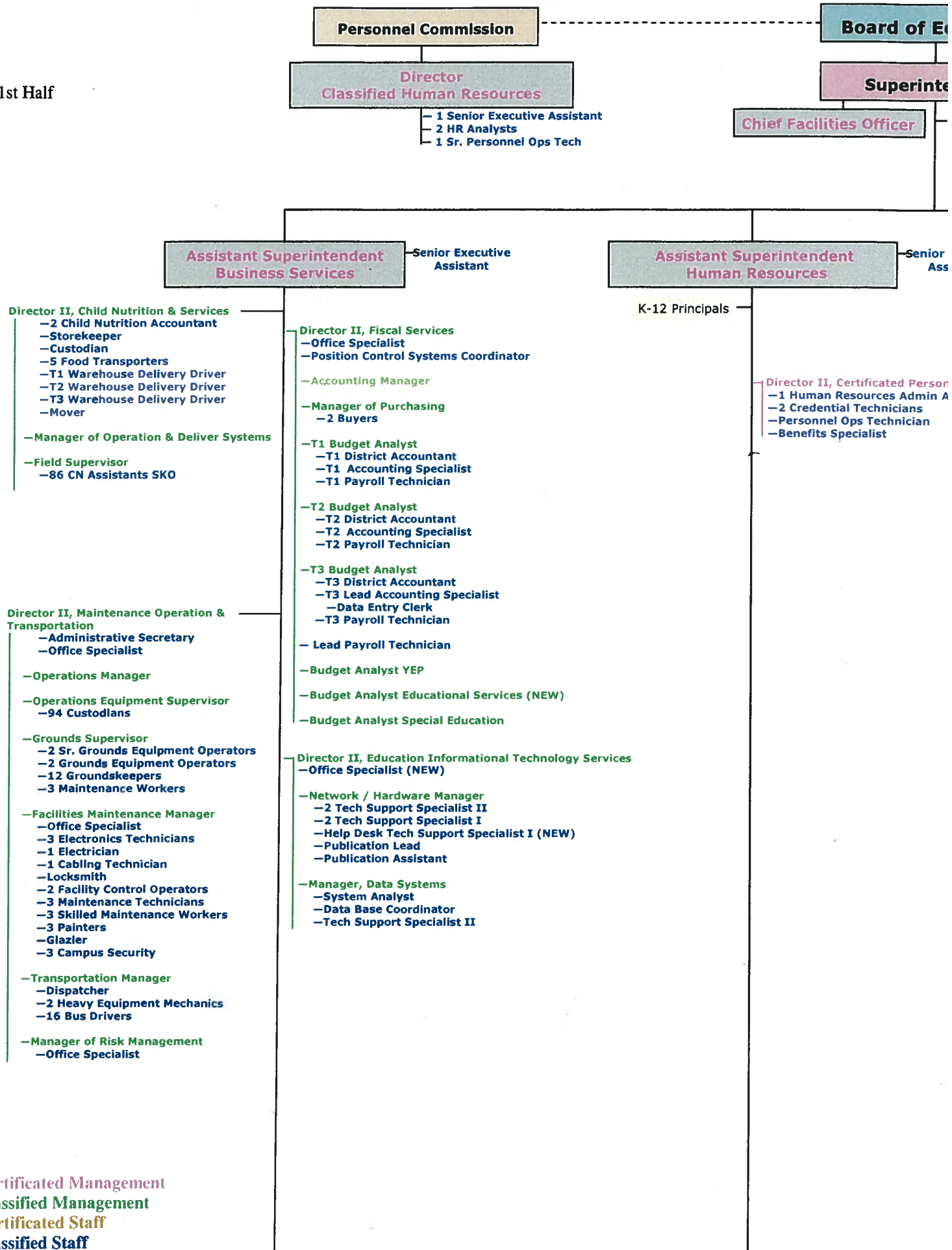
ELL Specialist/SIAC/Non Title I Schools 4 TOSAs

6-76 Bilingual Para-Educators Spanish, Farsi, Dutch, Vietnamese, Tagalog, Hindi, Punjabi

2 Migrant Education Community Liaisons

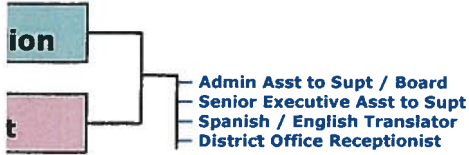


1st Half

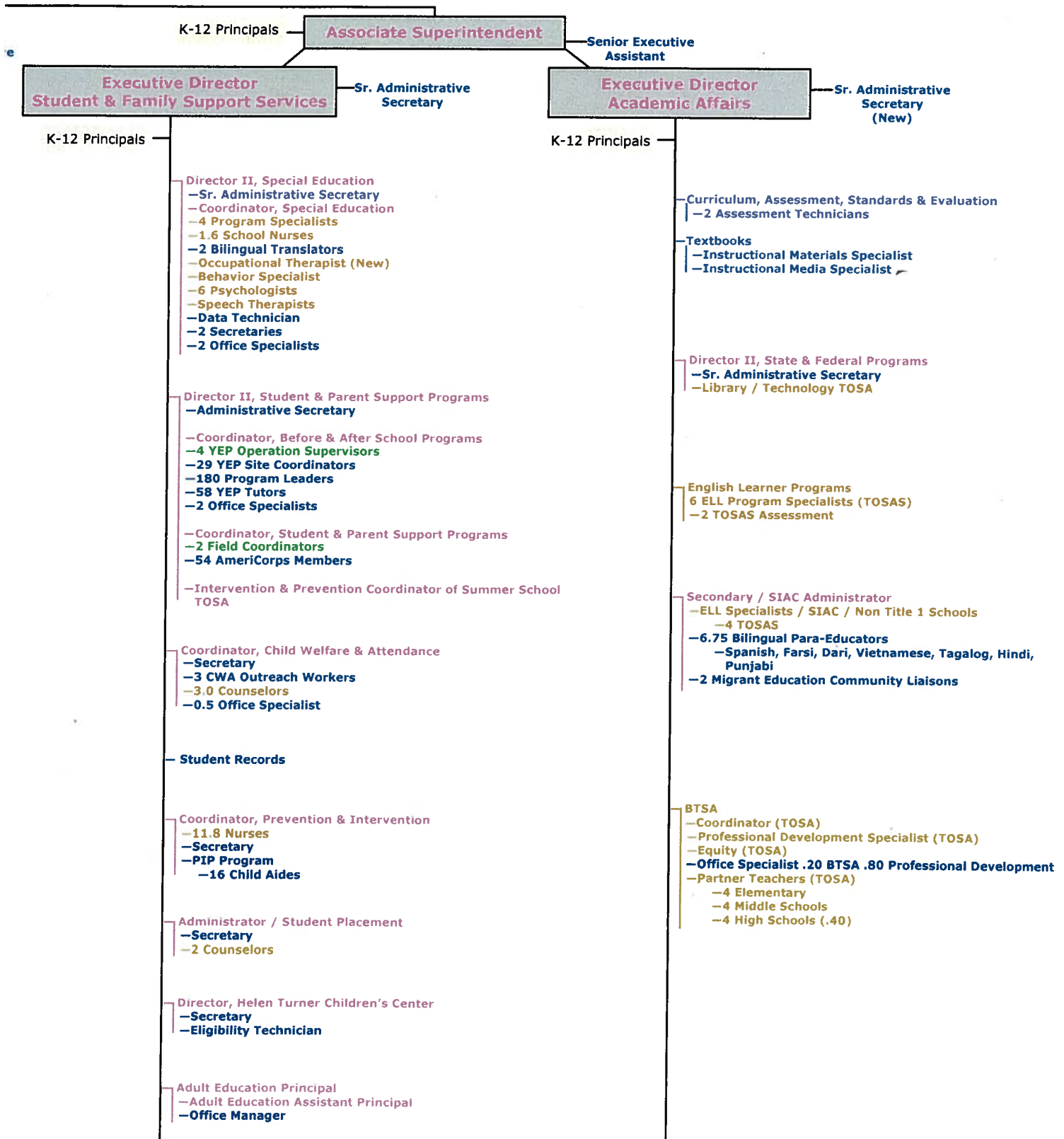


HAYWARD UNIFIED SCHOOL DISTRICT ORGANIZATION CHART

2nd Half



Principals



Revised As Of: October 4, 2010

Agenda Item:	H.6.
Page Number:	1 of 4
Bd. Meeting Date:	10/12/11
Consent:	<u> X </u>
	yes no

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Educational Services**

SUBMITTED BY: **Francisca Sanchez, Associate Superintendent**
Lety Salinas, Executive Director, Academic Affairs

SUBJECT: **ANNUAL PUBLIC HEARING FOR THE SUFFICIENCY OF**
INSTRUCTIONAL MATERIALS 2011-201
(Education Code Section 60119)

GOAL: **#1: #1: Preparing all students, beginning in Kindergarten, to be**
college-ready by meeting CSU/UC a-g requirements

BACKGROUND

Hayward Unified provides sufficient textbooks and instructional materials compliant with the state content standards and curriculum frameworks adopted by the State of California. The proper public notice has been placed in a local newspaper and posted in three public places within the district.

Education Code Section 60119(a)(1)(B) requires the local governing board to annually determine whether or not each pupil in each school has sufficient textbooks or instructional materials or both that are aligned to the content standards and are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education (SBE) in reading/language arts, mathematics, science, and history/social Science. The definition of sufficiency provides that each pupil, including each English learner, must have a standards-aligned textbook or instructional materials, or both to use in class and to take home.

The District receives funding annually from the State for the purchase of textbooks and instructional materials. However, due to the implementation of SBX42 these funds are no longer restricted and may be used for other purposes as part of Tier III.

In the spring of each school year, HUSD principals inventory textbooks and order based on enrollment projections. Within the first four weeks of school in the fall, principals review their textbook inventory and submit another purchase requisition based on actual student enrollment and classroom configurations. Additionally every principal received a CDE Instructional Materials Survey to conduct a site review with teachers and verify for sufficiency of materials.

Textbooks are also ordered on an ongoing and as needed basis throughout the year based on increased enrollment.

At the elementary levels, teachers were provided a survey for the new Reading/Language Arts Materials to determine what was still needed in their classrooms.

RECOMMENDATION

- 1) Conduct Public Hearing at 6:30 p.m. in accordance with Ed Code 60119 regarding sufficiency of materials.
- 2) Adopt Resolution 1112-10, acknowledging that Hayward Unified School District students did have, within the first eight weeks of the school year, sufficient textbooks or instructional materials, or both.

HAYWARD UNIFIED SCHOOL DISTRICT

**Board of Education**

Resolution No. 1112-10

Whereas, the governing board of the Hayward Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 12, 2011, at 6:30 p.m. which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects based on the attached matrix:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2011-2012 school year, the Hayward Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED by the following called vote this 12th day of October, 2011

AYE:

NO:

ABSTAIN:

ABSENT:

Clerk of the Board of Education
of Hayward Unified School District
Alameda County, State of California

Agenda Item:	H.7.				
Page Number:	1 of 4				
Bd. Meeting Date:	10/12/11				
Consent:	<table><tr><td><u>X</u></td><td><u> </u></td></tr><tr><td>yes</td><td>no</td></tr></table>	<u>X</u>	<u> </u>	yes	no
<u>X</u>	<u> </u>				
yes	no				

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez, Associate Superintendent
Leticia Salinas, Executive Director of Academic Affairs

SUBJECT: First Reading of Awards for Achievement, BP 5126

GOAL: #1 Prepare all students, beginning with Kindergarten, to be college-ready by meeting CSU/UC A-G requirements.

PURPOSE OF PRESENTATION

The purpose the presentation is to recommend to the Board of Education the proposed revisions to the Awards for Achievement Policy, Board Policy 5126.

HISTORY/BACKGROUND:

The Awards for Achievement Board Policy 5126 was last updated in 1991. At the August 24, 2011, the Board of Education approved the new HUSD Board Goals. Goal #1, Preparing all students, beginning with Kindergarten, to be college-ready by meeting CSU/UC A-G requirements serves as an underpinning for the revision to this board policy. BP 5126 highlights and provides direction to school sites and staff to identify and acknowledge student achievement by recognizing the talents and academic achievement of our students. BP 5126 signifies the Board of Education's goal for students to be publicly recognized for exemplary achievements in academic, athletic, artistic, extracurricular or community services activities. Notably, this policy allows our school district to affix seals of achievement onto high school transcripts that are sent to colleges and universities.

IMPLEMENTATION:

The revisions in this Board policy reflect board direction to recognize students for exemplary achievements. The proposed recommendations will update our policy to reflect the current standards and practices. Second reading of BP 5126 will take place October 12.

RECOMMENDATION:

This is an informational item only.

Board Policy Students

BP 5126(a)

AWARDS FOR ACHIEVEMENT

The Governing Board desires to foster and instill the knowledge, understanding and skills necessary to develop in students a sense of social responsibility.

The Governing Board wishes to promote all students graduating college, career and 21st century ready and prepared to live to their full potential. The Governing board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievements in academic, athletic, extracurricular, or community service activities.

Student awards may include verbal recognition, a seal on the high school diploma, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift/ scholarship.

The Superintendent or designee shall develop criteria for the appropriate selection of student award recipients.

~~The Board finds that improvement in academic accomplishment and acceptable behavior can be reinforced by tangible awards and hereby designates and approves the following for individuals and groups:~~

- ~~1. Food and Beverages.~~
- ~~2. Clothing such as caps and T-shirts or as designated in the Board approved grant or program.~~
- ~~3. Toys recommended to be educational toys, games, certificates and plaques.~~
- ~~4. Cash limited to \$200 individual cash incentives or not to exceed amounts approved by the Board for individual grants and programs.~~

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated, on the California Standards Tests (CST), mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (EC 51454)

Seal of Biliteracy

In order to recognize and encourage linguistic proficiency and cultural literacy, the District shall present a Seal of Biliteracy to each graduating high school student who demonstrates proficiency in speaking, reading, and writing in one or more languages in addition to English. The Superintendent or designee shall approve applications for the seal based on a review of student qualifications in accordance with District-established criteria.

The Board desires to provide the Superintendent or designee with the authority to provide awards to student's excellence.

The Superintendent or designee shall be authorized to expend funds for these purposes and such expenses for awards and special recognition duly authorized shall be paid from district funds.

The Board determines that these activities are in accordance with state law and serve the educational purpose as follows:

1. Inspires students to set individual and group goals.
2. Encourage individual participation and group cooperation in class activities.
3. Increases student self-esteem.
4. Improves student morale.
5. Expresses appreciation and understanding in a timely manner.
6. **Encourages students to be socially and academically responsible.**
7. **Supports students to obtain mastery of advanced literacies and multimedia, multilingual, and multicultural skills.**
8. **Supports access to career pathways and sustains 21st century learning opportunities.**

**Board Policy
Students****BP 5126(b)****AWARDS FOR ACHIEVEMENT (continued)**

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients. The Superintendent shall submit award recommendations to the Board for approval.

*Legal Reference:*EDUCATION CODE

35160 Authority of governing boards commencing January 1, 1976

35310- 35319 Scholarships and loan funds

44015 Awards to employees and pupils

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 credit for private school foreign language instruction

Management Resources:WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Golden State Merit Diploma:

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Bd. Meeting Date:	10/12/11				
Consent:	<table><tr><td><u> </u></td><td><u> x </u></td></tr><tr><td>yes</td><td>no</td></tr></table>	<u> </u>	<u> x </u>	yes	no
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BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez, Associate Superintendent
Chien Wu-Fernandez
Executive Director of Student and Family Support Services

SUBJECT: First Reading of Interdistrict Attendance Policy, BP 5117

GOAL: #7 Provide and maintain modern up-to-date facilities and systems, including professional development in order to ensure equity and meet district priorities

PURPOSE OF PRESENTATION

The purpose the presentation is to recommend to the Board of Education the proposed revisions to the Interdistrict Attendance Policy, Board Policy 5117.

HISTORY/BACKGROUND:

Assembly Bill 2444 became effective on January 1, 2011. This Bill amends the education code related to inter-district transfers (E.C. 46600). A major modification is that AB 2444 precludes a school district from requiring a student attending school pursuant to an inter-district transfer from having to re-apply annually. AB 2444 requires that the student be allowed to attend the school in which he/she is enrolled though subject to conditions established by the district of enrollment and indicated in the agreement between school districts.

Under AB 2444, the inter-district transfer agreement established between school districts must allow for students with approved transfers need not have to reapply until the student has completed his or her tenure at a single school (students in 6th grade or 8th grade will need to reapply for the following year). In addition, neither the district of attendance nor the district of enrollment may rescind existing transfers for students entering 11th or 12th grade.

IMPLEMENTATION:

The revisions in this Board policy reflect the changes in the process and protocol as a result of the Assembly Bill 2444. The proposed recommendations will update our policy to reflect the current standards and practices.

RECOMMENDATION:

This is an informational item only.

Board Policy
Students
INTERDISTRICT ATTENDANCE

BP 5117

The Hayward Unified School District Board of Education recognizes that under some circumstances it may be appropriate for a student to attend school outside his or her district of residence for a variety of reasons. ~~The Board of Education desires to communicate with parents/legal guardians and students regarding the educational programs and services that are available.~~

The Board of Education recognizes that the District may be capable of serving additional students. Therefore, upon request by students' parent/guardians, the Superintendent or designee may approve interdistrict attendance agreements with other districts. on a case-by-case basis to meet individual student needs.

All students desiring to transfer into or out of Hayward Unified School District ("District") must submit an interdistrict transfer application in accordance with Administrative Regulation 5117. In considering such applications the Board shall consider the best interests of the student and the District. The Superintendent or designee shall ensure that interdistrict permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication. The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources. The Hayward Unified School District, however, shall not deny the transfer of a student on the basis of any protected classification, including race, color, creed, national origin, sex, or disability.

Legal References:

Education Code

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

Policy adopted: August. 3, 1992 HAYWARD UNIFIED SCHOOL DISTRICT
Revised: May 22, 2002 Hayward, CA
Revised: February 22, 2006

Administrative Regulation
Students
INTERDISTRICT ATTENDANCE AGREEMENTS

AR 5117(a)

Interdistrict Attendance Agreement

The school district in which the parent or legal guardian resides has jurisdiction for the education of any person between the grades K through 12. A student may be permitted to enroll in another school district provided that an interdistrict transfer agreement exists between the Hayward Unified School District the other school district and both districts approve an interdistrict transfer application.

The Superintendent or designee shall annually review enrollment capacity at all district schools to determine available space for purposes of approving or denying interdistrict transfer applications. This will include consideration of facilities, program capacity and staffing. The district reserves the right to assign students to individual school sites, depending on space availability.

General Information

1. Residency shall be defined as the district where the parent or legal guardian of the student resides. There can be only one residence. For cases of joint custody of a minor, residency for purposes of enrollment shall be determined by court order or by written stipulation of the parents. The parent or legal guardian must provide proof of residence annually as required by the district.
2. Class sizes are subject to limitation by law and negotiated teacher contracts. However, program capacity may be further impacted by anticipated agreements in effect between the district and other educational agencies and/or a SELPA.
3. An interdistrict attendance agreement between districts shall not exceed a term of five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)
4. Once a student is enrolled in a school, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the permit. Transfers between school districts within Alameda County do not need to be resubmitted while students attend the school to which they were initially

approved. Transfers need to be resubmitted for students in transition between elementary, middle, or high schools. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

- ~~3. Interdistrict transfers shall be valid only for the school year, or part thereof if approved during the year, and expire on the last school day of the academic year unless otherwise provided in the interdistrict transfer agreement.~~
5. A transfer application must originate from the district of residence. If approved by the resident district, the requested district may then consider it.
6. If the student receives special education services, is shall be indicated on the interdistrict transfer application. The district of attendance will determine if it can meet the student's special education needs with existing special education programs and support staff. If the district of attendance has space and appropriate support services to implement the student's Individualized Education Plan (IEP) the student will not be denied enrollment. The cost of the placement will be the responsibility of the district of attendance unless costs are negotiated otherwise between the two districts. If a student is referred for special education evaluation while under a previously approved interdistrict attendance permit, the district of attendance is responsible for the "Child Find" and assessment of the student. The subsequent IEP meeting will include representatives from both districts, and the student's eligibility and the provision of services needed to provide the student with a Free Appropriate Public Education (FAPE) shall be discussed. If the district of attendance can meet the student's FAPE needs in its existing special education programs, the student will continue to attend school in the district of attendance. If not, the district of attendance will notify the district of residence and schedule a meeting to discuss the student's transition back to the district of residence for appropriate placement and termination of the interdistrict attendance permit to ensure the student receives a FAPE.

Administrative Regulation Students

AR 5117(b)

INTERDISTRICT ATTENDANCE AGREEMENTS (continued)

7. The Hayward Unified School District shall evaluate interdistrict transfer applications using the same criteria for all students and shall not discriminate on the basis of any protected classification, including race, color, creed, national origin, sex, or disability.
8. ~~6.~~ The Hayward Unified School District may reject the transfer of a student if school facilities are overcrowded, if the transfer of that student would require the district to create a new program, employ additional staff or provide new services to serve that student or based on other releveant considerations as long as they are not arbitrary.
9. ~~7.~~ Transportation shall not be provided for students attending school on an interdistrict transfer.
10. The superintendent or designee reserves the right to assign the student to any school in the district depending on space availability

Criteria for Considering Interdistrict Transfers

The Superintendent or designee may approve an interdistrict attendance permit agreements for any of the following reasons:

1. To meet the childcare needs of the student through the sixth grade. The parent will need to attach proof of the student's enrollment in a daycare setting to the transfer. Such students may be allowed to continue to attend district schools only as long as they continue to use a childcare provider within district boundaries. The district shall have the right to review periodically and request proof of a student's childcare ~~needs~~placement. [E.C. 46601.5 sunsetted & no longer law-ACOE agreement still has it K-6]
2. For students whose parent's primary employment (a minimum of 20 hours) is within the boundaries of the requested school district.
 - a. These requests must be accompanied by written proof of employment within the boundaries of the Hayward Unified School District.

- b. ~~The superintendent or designee reserves the right to assign the student to any school in the district depending on space availability.~~

Administrative Regulation Students

AR 5117(c)

INTERDISTRICT ATTENDANCE TRANSFER (continued)

Criteria for Considering Interdistrict Transfers

3. To meet a student's special physical or mental health needs, as certified in writing by a physician, school psychologist or other health or mental health professional. (cf. 6159-Individualized Education Program)
4. To complete a school year when parents/legal guardians have moved out of the district during ~~the second semester of the~~that school year.
5. ~~To allow students to complete their final year at a school site in grade 6th, 8th, or 12th in the Hayward Unified School District~~ To allow the student to remain with a class graduating that year from an elementary, junior, or senior high school.
- 6.5 When the parent/legal guardian provides written evidence that the family will be moving to the receiving district within 40 days and would like the student to start the year in that district.
- 7.6 When recommended by the School Attendance Review Board or by county child welfare, probation or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence. (cf. 5113.1- Chronic Absence and Truancy)
- 8.7 When a student is accepted and enrolled into an educational program not offered by the district of residency whose series of classes in a single subject or in related subjects extends over more than one year in grades 6-12.
8. To provide a change in school environment for reasons of personal and social adjustment.

Administrative Regulation AR 5117(d)**Students****INTERDISTRICT ATTENDANCE TRANSFER (continued)****Application Process for Transfers Leaving the Hayward Unified School District:**

1. Requests beginning April 1st. A parent/legal guardian must obtain an interdistrict transfer request form from the school of residence or the Hayward Unified School District Child Welfare and Attendance Office.
2. The transfer form completed by the parent/legal guardian, must include specific reasons for requesting the transfer and include any documentation supporting the request.
- ~~3. The parent/legal guardian must turn in transfer form and request to the school of residence and schedule an appointment to discuss the transfer with the site administrator~~
- ~~4. The transfer application and site administrator's recommendation will be forwarded to the Child Welfare and Attendance Coordinator for consideration~~
- ~~5.3~~ Upon ~~Within 30 days of~~ receipt of the transfer request, the Child Welfare and Attendance Coordinator will make a determination whether to approve the transfer request based on district criteria. If the transfer is approved, it will be sent to the requested district for its approval. If the transfer is denied, the parent/legal guardian will be notified via mail. If the parents disagree with the denial, they will be given the option of submitting an appeal to the Director of Student Services.
- ~~6.4~~ If the District level appeal is denied, the parent/legal guardian will be advised of their right to appeal to the County Board Of Education. (E.C. 46601).

**Administrative Regulation
Students**

AR 5117(e)

INTERDISTRICT ATTENDANCE TRANSFER (continued)**Application process for Transfers into the Hayward Unified
School District**

1. Transfer applications for the following school year should be submitted to the Child Welfare and Attendance Office beginning April 1. The student's most current transcript or grades needs to be attached to the transfer.
2. Transfer applications to complete a current school year should also be submitted to the Child Welfare and Attendance Office. The application must include a copy of the student's most recent academic transcript, attendance record and discipline report. The transfer application must also include documentation supporting the reason for the transfer request.
3. Each student's transfer application will be approved or denied on an individual basis.
4. No student shall be enrolled by an interdistrict transfer if that student's enrollment will cause any class to exceed the capacity of applicable staffing, facilities or program requirements.
5. Parents/legal guardians of students under pending or actual expulsion must disclose that fact upon submission of the transfer application.
6. While parents/legal guardians may request a particular school site, actual placement or assignment to school sites and/or programs is at the discretion of the Superintendent or designee.

Denial of Interdistrict Transfer Agreement

Interdistrict transfer applications into or out of the Hayward Unified School District may be denied for any reason so long as the reason is not arbitrary or unlawful.

Administrative Regulation Students

AR 5117(f)

INTERDISTRICT ATTENDANCE TRANSFER (continued)

The parent/legal guardian of a student, who is denied an interdistrict transfer pursuant to Education Code Section 46600-46611 will be given an option to appeal the decision to the Executive Director of Student & Family Services. If the district level appeal is denied then the parent/legal guardian of the student shall receive timely notice in accordance with the law regarding the process for appeal to the County Board Of Education. This notice shall be provided by the district denying the request or, in the absence of an agreement between the districts, by the district of residence.

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict transfer denials or decisions while expulsion proceedings are pending, or during the term of the expulsion.

Revocation of interdistrict transfers will normally occur only at the end of a grading period and follow due process procedures related to student discipline, however, the district may revoke an interdistrict transfer at other times for:

- Excessive tardiness
- Disruption of the educational program
- Recommendation for expulsion pursuant to Education Code 48900 *et seq.*
- Habitual truancy
- Failure to maintain at least a "C" average in all classes
- Falsification of material information on the interdistrict transfer application
- Failure to comply with the Interdistrict Parent and Student Agreement
- Changes in qualifying circumstances such as termination of childcare needs or parental employment within district boundaries
- Enrollment in the student's class exceeds the class size limits applicable by law and/or negotiated teacher contracts
- Any other lawful, non-arbitrary reason for the district to believe it would be in the best interest of the student or the district for interdistrict attendance to be revoked

A school district of residence or school district of enrollment shall not rescind existing interdistrict attendance permits for students entering grade 11 or 12 in the subsequent school year. Revocation recommendations made by the site administrator of the school of attendance will be forwarded in writing to the

student's parent/legal guardian and the HUSD Child Welfare and Attendance Coordinator, along with supporting documentation. The Child Welfare and Attendance Coordinator will notify the parent/legal guardian in writing of his/her decision concerning the revocation recommendation.

Administrative Regulation

AR 5117(g)

Students

TRANSFERS

Transfers into the District

Within 30 days of the student's enrollment, staff shall complete its observation and evaluation and the principal or designee shall determine the student's appropriate grade placement.

Students transferring or withdrawing from school shall return all school books and materials and settle any unpaid fines on or before their last day of attendance.

Cross References:

(cf. 5111 - Admission)

(cf. 5116 - School Attendance Boundaries)

(cf. 5141.31 - Immunizations)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6146.1 - High School Graduation Requirements/ Standards of Proficiency)

(cf. 5125.2- Withholding Grades, Diploma or Transcripts)

(cf. 6161.2 - Damaged or Lost Instructional Materials)

Legal Reference:

EDUCATION CODE

8011 Admission from kindergarten or other school

Board Policy Adopted: August 3, 1992
Revised: May 22, 2002
Revised: February 22, 2006

Hayward Unified School District
Hayward, CA

Revised Sept 1, 2011

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sanchez
Associate Superintendent of Educational Services
Chien Wu-Fernandez
Executive Director of Student and Family Support Services

SUBJECT: Attendance Plan Initiative

GOAL: #8 District will provide a safe and healthy learning environment

PURPOSE OF PRESENTATION

The purpose of the presentation is to share with the Board of Education staff recommendations regarding additional strategies aimed at improving attendance and increasing student engagement.

HISTORY/BACKGROUND

In the 2010-2011 school year staff worked on strategies to improve attendance through parental involvement and site based and district initiated recognition and rewards to encourage good attendance. With the launching of these initiatives we observed a growth in the percentage of students attending school. The initiative was designed as a pilot program but the results were very encouraging. Increasing attendance continues to remain as a focus for our district not only to improve the financial state of the district but more importantly to ensure that every student is engaged in school with the end goal of raising student achievement. As this area remains a priority, we will continue to develop strategies to continue to make improvements in this area.

IMPLEMENTATION

In next phase of our work around attendance we will focus on these key areas:

- Further engagement of students through the use of student voice practices
- Involvement of parents in collaboration with Americorp and Parent Center to continue to outreach to parents about the importance of good attendance
- Work with the District Attorney's Office to deliver assemblies on improving attendance
- Work with collaborative partners from Alameda County Mental Health Services, the County Supervisor Nadia Lockyer's Office and the City of Hayward to launch a positive attendance outreach campaign
- Develop and expand additional support services for the students and the community
- Explore possibilities of increasing our capacity to notify parents and to identify and monitor student progress through the use of a data software and notification system
- Increase usage of the Student Attendance Review Process

These key focuses will allow us to further our work in the area of attendance. A detailed work plan will follow the approval of the Superintendent's Action Plan.

RECOMMENDATION

This item is an informational item only.

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Consent:	<table> <tr> <td><u> </u></td> <td><u> X </u></td> </tr> <tr> <td>Yes</td> <td>No</td> </tr> </table>	<u> </u>	<u> X </u>	Yes	No
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Yes	No				

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: APPROVE ATTENDANCE INITIATIVE, CONTRACT WITH SCHOOL INNOVATIONS & ADVOCACY

BOARD GOAL: # 4: Consistently maintain a fiscally solvent and Positively Certified district

PURPOSE OF PRESENTATION:

In Board Agenda item H10, Educational Services provided information regarding the Attendance Initiative. In this item, Business Services presents the contract with School Innovations & Advocacy (SI&A) for implementation of the initiative.

HISTORY/BACKGROUND:

Schools are made to teach children how to become students of learning. The state agrees and through Proposition 98, the state attempts to guarantee a limited baseline of funding for a free and public education for children. The state revenue limit is the number one driver of funds for the district. The amount of revenue is based solely on the average daily attendance of students at each school site. When a student attends school, the district receives 1/180th the portion of Average Daily Attendance (ADA) funding for that student. A student with perfect attendance is the highest generating entity of the school districts budget. When a student is truant, the district does not receive funds for the student but must still be prepared to provide the necessary services in case the student decides to attend school. Absenteeism in the early grades is an excellent predictor of future high school drop outs and discipline issues and deserves administrative solution that supports student learning. A 1% increase in District ADA is equal to a \$1,019,132 increase in general fund revenue for District operations. As a result, any tools, techniques or strategies that will support the site Principal in predicting absenteeism or truancy will also help the District's finances.

Attention 2 Attendance is a tool that provides the techniques and strategies for Principals to be successful at predicting student attendance. A2A will fill the gaps in the current site process by:

- Providing attendance data trend analysis,
- Addressing not only truant absences but ALL absences
- Creating a no fail system where the notification letters go out
- Most importantly, CWA and site staff gain more time for outreach services instead of have to print mail and fold letters.

IMPLEMENTATION:

Attention 2 Attendance (A2A) is a software application that helps site Principals and District Administrators improve education for all students, and to close the achievement gap through increased learning time and implement an innovative solution to increased revenue. The main components of the management tool are attendance management, attendance letter production, conference management and data analysis. The sole focus is on attendance recovery and returning time back to the site to devote to student success. With A2A, site office staff personnel no longer have to mail attendance letters to address both excused and unexcused absences (system does it automatically). Conferences are schedule automatically with notifications automatically sent out. Additionally, the system is connected to a program manager that generate timely and accurate data regarding chronic absenteeism, at-risk students, attendance trends and comparative analysis, and district and individual site attendance reports.

The payoff is 14 additional student attending school out of a population of 20,000.

Costs

\$70,000 annually

RECOMMENDATIONS:

Staff recommends approval of the contract with SIA for services.


Attention2Attendance®

877.954.4357 • www.sia-us.com

Summary – Hayward USD

Objectives

SI&A's A2A Helps With All Of These

- ▶ Improve Education For All Students
- ▶ Close The Achievement Gap Through Increased Learning Time
- ▶ Implement Innovative Solutions To Increase Revenue

4 Main Components – Our Approach is Different

1. Implementation – Attendance Manager

- ▶ Sole Focus On Attendance Recovery
- ▶ Leverage District/Site Successes
- ▶ Positive Improvements:

Efficiency
Execution
Communication
Recognition
Analysis

2. Attendance Letter Production

- ▶ District No Longer Mails Attendance Letters, SI&A Does
- ▶ Letters Are Compliant
- ▶ Addresses Both Excused and Unexcused Absences
- ▶ Saves Time & Costs

3. Conference Management

- ▶ Schedules & Manages Conferencing Efforts In One Place
- ▶ Conference Notifications Are Automatically Sent
- ▶ Stores Notes On Conferencing Activities
- ▶ Facilitates Necessary Documentation Process

4. Data Analysis

- ▶ Timely & Actionable Data Regarding:
 - Chronic Absenteeism
 - At-Risk Students
 - Attendance Trends/Comparative Analysis
 - District and Individual Site Attendance Goals

[+ See Back](#)



School
Innovations
& Advocacy

Attention2Attendance®

877.954.4357 www.sia-us.com

Summary – Hayward USD

The following breaks down the potential increases in revenue and cost savings associated with using Attention2Attendance®.

Potential Annual Revenue Increase

Percentage Increase in ADA	Increases in Revenue
0.25%	\$254,783
0.50%	\$509,566
0.75%	\$764,349
1.00%	\$1,019,132

Mandated Cost Reimbursement	
Initial Notification of Truancy Letter (NOT)	\$148,224

Direct Cost Savings (Postage, Paper, Toner, Etc)
\$22,972

Return on Investment

.05% ADA Increase, NOT Reimbursement, Direct Cost Savings	\$680,762
Annual A2A Contract Amount	\$70,000
Potential Net Return	\$610,762
Increase in ADA to Cover Contract Price	
14 students	

ADA Increase is based on 2009/2010 public State data.
NOT Reimbursement & Cost Savings based on A2A Client Averages:



ATTENTION2ATTENDANCE® (A2A) SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
HAYWARD UNIFIED SCHOOL DISTRICT

This AGREEMENT ("Agreement") dated _____, 2011 is made by and between Hayward Unified School District ("District") and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the services described below;

WHEREAS, District has determined that SI&A is qualified to perform such services, which are not available from public sources accessible to District; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing these services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2011 (the "Effective Date") and will automatically expire on June 30, 2012 (the "Expiration Date").

2. **Services.**

Description of Services. SI&A shall provide District the following consulting services ("Services") for each school site on Exhibit C ("Sites") during the Agreement Period:

2.1 **Attendance Management and Analysis.**

- a) Provide access to online attendance analysis reports based on site comparisons, national studies and comparative trend analysis;
- b) Prepare Attendance Management and Analysis Reports; and

- c) Review the Attendance Management and Analysis Reports' findings and recommendations with District.

2.2 Letter Management of Initial Notification of Truancy Letters (NOT).

- a) Provide access to a web based software system that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy ("Truancy Letters") to each applicable pupil's parents or guardians, as required under the Code Section 48260.5 and/or consistent with district policy.

2.3 Letter Management of Discretionary Attendance Notifications.

- a) Provide access to a web based software system that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, Discretionary Attendance Letters to each applicable pupil's parents or guardians as is consistent with district's truancy and excessive excused absence policy.

2.4 Conferencing.

- a) Provide access to a web based software system that allows monitoring and tracking of pupils that require attendance conferencing per Section 48262 of the Code and/or consistent with district policy;
- b) Discretionary conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil's parents or guardians as is consistent with district conferencing policy.

2.5 Professional Development.

- a) Unlimited access to Online Application Courses & Refresher Trainings. This Professional Development service includes a Technical Trainer to demonstrate application use via WebEx.

2.6 General Provisions.

- a) Download District's student attendance and enrollment data on a mutually agreed upon basis; and

- b) Prepare and distribute an electronic version of all letters that have been sent on an annual basis.

3. **Additional A2A Service Options.**

2-day Package

- On-site **Application Training & Professional Development** provided for an additional fee of **\$4,000** for a 2-day training. This service includes a Technical Trainer and Attendance Specialist to come to the district and train your staff in-person.

Day 1:

The first day of training will be provided on a mutually agreed upon date immediately after SI&A receives signed Agreement, and is designated for application training and general recommendations. Starting your staff on the right path with an understanding of Compulsory Attendance, Parent and Student Communications and Strategies to Improve Student Attendance if the key to a successful implementation. Materials for up to forty (40) attendees are included in the Fee. Additional materials are available at a cost of \$35 per person.

Day 2:

For maximum effectiveness it is recommended the Day 2 follow-up training is conducted 3 to 6 months after implementation of the A2A service. One of our Attendance Specialists will visit the district to further assist with overall district attendance practices, goal setting & measuring to ensure best practices are accomplished at each site to facilitate district ADA goals in the current and future year.

- On-site **Application Training Courses** provided for an additional fee of **\$1,600** per day. Service includes a Technical Trainer to visit the district and train up to forty (40) attendees on the application. Any hard copy materials are included in the fee.

4. **District's Responsibilities; District Acknowledgment.**

- 4.1 District will be responsible for the following: (a) the substantive outcomes of the service; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the services; (c) completing the Implementation Process and District Contact Information form attached hereto as Exhibit B; (d) accurately preparing and maintaining true and correct student documentation and records; (e) establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service; (f) Providing support and computer equipment compatible with the technology requirements specified by SI&A; (g) ensuring that District and school personnel who use SI&A products participate in the training sessions provided to District by SI&A; and (h) Providing the assistance and contact information of school personnel. SI&A has

explained SI&A's requirements in this regard to District and District agrees to meet these requirements.

- 4.2 **Restrictions.** The rights granted to District in this Agreement are subject to the following: (i) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service or the A2A Materials available to any third party other than an authorized user; (ii) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service or A2A Materials or access the A2A Service or A2A Materials in order to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the A2A Service or A2A Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means (including but not limited to electronic, mechanical, photocopying, recording, or other means); (iv) District shall not disclose any review of the A2A Service (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval; (v) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service; and (vi) District acknowledges and agrees that SI&A or its third party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service and the A2A Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service or the A2A Materials.

5. **Payment of Fees.**

- 5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, above, and further defined in the table below, District agrees to pay SI&A \$70,000 (the "Fee").

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification	Included

- 5.2 **Payment.** The Fee is payable in one (1) annual installment due July 1, 2011.

6. **District's Representations and Warranties.** In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:

- 6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not and will not violate California Government Code Section 53060;
- 6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;
- 6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;
- 6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services hereunder or obtain any relief under the law; and
- 6.5 All of the information provided to SI&A is true and accurate in all respects.
7. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, the A2A materials, and the services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, the A2A materials, or the services or the results district may obtain by using the A2A service, the A2A materials, or the services. Without limiting the generality of the foregoing, SI&A and its third party providers do not represent or warrant that (a) the operation or use of the A2A service or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service will meet district's requirements; and (c) the A2A service, A2A materials, or the systems that make the service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third party providers controls the transfer of data over communications facilities (including the internet) and that the A2A service and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, the services, and the A2A materials are provided to district on an "as is" basis.
8. **Survival.** The provisions of Sections 6, 7, 8, and 10, herein in addition to Standard Terms and Conditions #12 shall survive the termination of this Agreement.
9. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
10. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

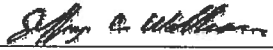
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

**SCHOOL INNOVATIONS
& ADVOCACY, INC.**

DISTRICT:

**HAYWARD UNIFIED SCHOOL
DISTRICT**

Signature: 
Date Signed: 7/13/11
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Advocacy
Address: 11130 Sun Center Dr, Suite 100
Rancho Cordova, CA 95670
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the price of products and services set forth in Section 5, Item 5.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the Expiration Date of the Agreement. Upon termination, SI&A shall invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for my service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B**Attention2Attendance®
Implementation Process and District Contact Information**

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Welcome Call: SI&A District Support Specialist contacts the contract signer and provides an overview of the A2A Implementation Process.

Initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Implementation Interview: SI&A District Support Specialist works with District Attendance day-to-day to discuss the Implementation Process and establish target due dates.

Finalize the Production Schedule: The SI&A District Support Specialist will provide a Production Schedule for the entire school year to the District Attendance day-to-day.

Final District Validation: The SI&A District Support Specialist confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

District Contact Information

Day-to-Day District Attendance Contact

Name: _____

Phone: _____

Email: _____

Day-to-Day District IT Contact

Name: _____

Phone: _____

Email: _____

Day-to-Day District ADA Contact

Name: _____

Phone: _____

Email: _____

If you have any questions please call Diane Gordon at 1-800-487-5168
We look forward to working with you!

Exhibit C
Sites

Anthony W. Ochoa Middle
Bowman Elementary
Brenkwitz High
Bret Harte Middle
Burbank Elementary
Cesar Chavez Middle
Cherryland Elementary
East Avenue Elementary
Eden Gardens Elementary
Eldridge Elementary
Fairview Elementary
Glassbrook Elementary
Harder Elementary
Hayward High
John Muir Elementary
Longwood Elementary
Lorin A. Eden Elementary
Markham Elementary
Martin Luther King Jr. Middle
Mt. Eden High
Palma Ceia Elementary
Park Elementary
Ruus Elementary
Schafer Park Elementary
Shepherd Elementary
Southgate Elementary
Stonebrae Elementary
Strobridge Elementary
Tennyson High
Treeview Elementary
Tyrrell Elementary
Winton Middle

Agenda Item No.: H.11
Page: 1 of 6
Board Meeting Date: 10/12/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: LEGAL COUNSEL SUPPORT SERVICES

BOARD GOAL: # 4: Consistently maintain a fiscally solvent and Positively Certified district

PURPOSE OF PRESENTATION:

To provide the governing Board with options for legal services support within the District.

HISTORY/BACKGROUND:

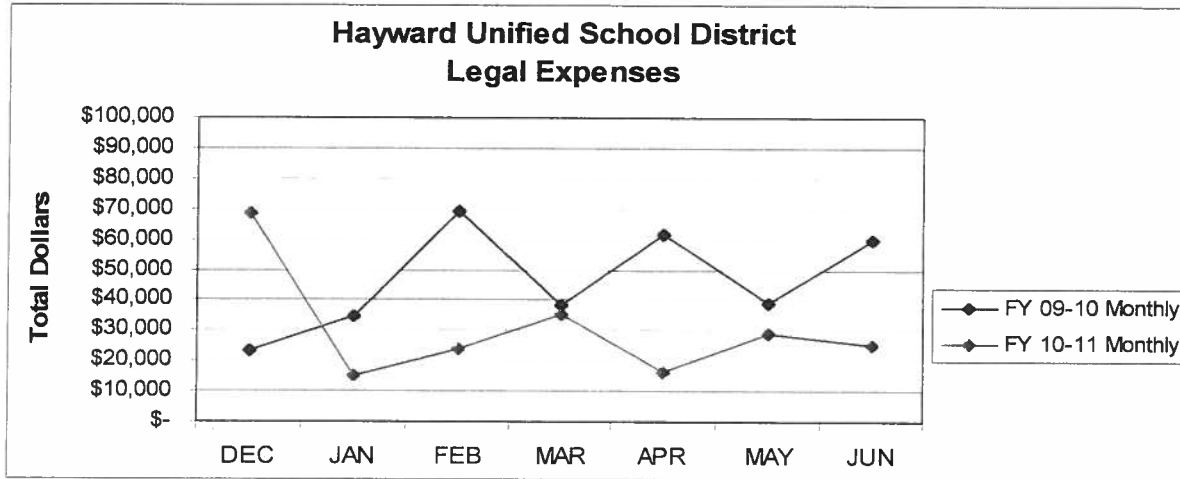
The Hayward Unified School District traditionally conducted legal services business with multiple vendors. In 2010-11, the governing Board mandated a one vendor policy. The selected vendor for legal services was GCR. The change in policy was motivated by a need to control costs. The governing Board has requested an analysis of other options to include in-house counsel for District legal support services. This brief will highlight three of those options.

IMPLEMENTATION:

The Board's fiduciary responsibilities include the Risk Management of program facilities and funding to provide an education for enrolled students. The mitigation of loss of assets through settled legal claims or judgments are essential elements of fiscal health. In addition to premiums for adequate insurance to cover the district, knowledgeable, experienced, and specialized legal representation can assist in preventing unreasonable loss.

School districts are subjected to various legal requirements which include the California Education Codes, Civil & Penal Codes, Legislative Governance, Labor Negotiations Agreements, Workers' Comp & Personnel Regulations, Special Education Laws, Student Matters, Contract and Business, Construction & Real Estate law. These are all dynamic fields with continual changing precepts within a recessed economic environment.

In the most recent fiscal years, the total legal expenses for the district have fallen by 33%. This expenditure decline was as a result of strategic decision by the board to control costs by restricting the use of attorneys. Although this new policy has proven to provide fiduciary results, tangential results impacted by the scale of expertise needed to fully conduct district legal services may generate additional costs of service.



Note: In FY 10-11 legal firms of Garcia, Calderon and Ruiz, LLP (GCR); Fagen, Friedman & Fulfrost, LLP; and Lozano Smith were retained by the district. Approximately 15% of all legal expenses were specifically related to Special Education matters.

The following options are provided as recommended alternatives for the Governing Board:

- **Option 1: Arrangement with GCR as a Sole Source Firm**

Costs: Approximately \$500,000 by budget

Contracting with a single firm assumes:

- The firm provides expertise in all school business and operations legal specializations
- Maintains currency in each specialization
- Provides unbiased opinions as the sole source firm
- Has been selected among firms providing K-12 legal specializations in all areas as the result of a competitive Request for Proposal (if bid)

Assuming no new and involved legal matters emerge that require additional legal hours well beyond those billed in FY 10-11 the FY 11-12 approved budget may be representative of the negotiated cost expensed on a single firm.

- **Option 2: In-house Counsel**

Costs: \$527,050 Conservative Estimate

Resources: 1 FTE Attorney
1 FTE Legal Secretary

The larger the district in enrollment, employment, facilities, square mileage, funding and program services provided the more likely that the district will experience continual matters requiring legal expertise.

- How much would it cost?
 1. On professional services contract or as a salaries management employee?
 2. To provide staff support – paralegal or secretarial
 4. To provide training to remain current, including CEUs, so staff can anticipate and/or react quickly to changing circumstances/laws.
 5. For Confidential environments, storage & staffing
 6. To provide for outside counsel for non-routine legal matters
- Functions performed?
 1. School districts are subject to Education Code, Civil & Penal Codes, Labor Negotiations, Workers' Comp & Personnel regulations, Special Education, Student Matters, Business, Construction & Real Estate law – which are common and continual to support a legal department?
 2. In-house counsel could provide constant business contract review?
 3. Williams Act, Public Records Act, Uniform Complaint Procedures, Public Tort claims

An in-house attorney may be able to represent the district more effectively when working with outside attorneys because of their training.

- Measuring Efficiency and Effectiveness: How would the district determine that real savings are achieved? By what metrics would response time to the Board and District administration by a single attorney be measured? Might there be unintended in-house bias in developed opinions and prioritized attention to legal matters? Some inherent Risks are feasible.

- **Option 3: Paralegal experienced in K-12 education matters**

Costs: \$600,750 Ultra-Conservative Estimate

**Resources: 1 FTE Paralegal
 1 FTE Legal Receptionist**

- How much would it cost?
 1. On professional services contract or as a salaries management employee?
 2. To provide clerical support to the paralegal
 3. To provide training to remain current, including CEUs, so staff can anticipate and/or react quickly to changing circumstances/laws.
 4. For Confidential environments, storage & staffing
 5. To provide for outside counsel for non-routine legal matters

- Functions performed?
 1. School districts are subject to Education Code, Civil & Penal Codes, Labor Negotiations, Workers' Comp & Personnel regulations, Special Education, Student Matters, Business, Construction & Real Estate law – which are common and continual to support a legal department?
 2. Experienced paralegal could provide constant business contract review?
 3. Williams Act, Public Records Act, Uniform Complaint Procedures, Public Tort claims
- Measuring Efficiency and Effectiveness: How would the district determine that real savings are achieved? By what metrics would response time to the Board and District administration by a paralegal staff be measured? Might there be unintended in-house bias in developed opinions and prioritized attention to legal matters? Some inherent Risks are feasible.

The differences between a lawyer and a paralegal are substantial—lawyers must complete four years of law school after four years of undergraduate work, and they have to pass the BAR exam before they can legally work in this profession. They need to have a huge body of knowledge about the law to even think about entering the profession. Paralegals must also have legal knowledge, but they only need to have a broad understanding of the basic concepts of the system to do their jobs, as well as a number of administrative skills. Some paralegals have bachelor's degrees, but many are able to complete two-year training programs and begin working in the field immediately thereafter.

Within an education setting, the value of a paralegal is solely based on experience. A paralegal with decades of experience within a firm like Lozano Smith or the Fagen, Friedman & Fulfrost would contribute significant value to any district. The benefit would include the ability to staff the necessary work internally and to broker the lawyer specific work to attorney firms. The model has merit but will need to be proven viable through both trial and error or by observing another district's experience. There is currently no known district in California with this model.

CONCLUSIONS/RECOMMENDATIONS:

- The District already has in place a process that has demonstrated a 33% reduction in costs and has streamline the use of legal services to essential personnel and for relevant work. Monitoring the new process for the remainder of school year 2011/12 may reveal a need to maintain status quo or to pursue other options.
- Although the cost structures are similar, significant fiduciary risk are inherent within option 2 and 3 because of associate start-up costs and unknown charges.
- The District does not have an Exclusivity Clause in its contract with GCR. It is the District's prerogative to redistribute any part of the legal service needs to other law firms. As a word of caution, the board must remain consistent with the \$500,000 budget established for 2011/12.

Hayward Unified School District Draft In House Legal Department Budget

Attorney Salary incl. H&W	\$167,000.00	See Note A
Statutory Benefits *	25,050.00	
Legal Secretary incl. H&W	52,000.00	See Note B
Statutory Benefits **	13,000.00	
		\$257,050.00
Contracts with Specialized Legal Firms ¹	200,000.00	
Attorney Practice Insurance ? ²	10,000.00	
Training Expenses (maintain required atty CEUs)	10,000.00	
Conference (to maintain currency in K12 matters)	6,000.00	
Office Supplies	6,000.00	
Bar Association/Professional Dues	3,000.00	
Contract with Document Shredding firm ?	2,500.00	
Copier Maintenance Agreement	2,500.00	
Mileage Expenses	2,500.00	
Telephone ³	2,500.00	
Filing Fees/Court Costs	10,000.00	
Printing	10,000.00	
Supplies & Operating Expense		265,000.00
Equipment ⁴	5,000.00	<u>5,000.00</u>
Draft Total In-House Counsel Budget:		<u><u>\$527,050.00</u></u>

* Per HUSD Payroll % District annual cost for management position for statutory benefits for medicare, unemployment insurance, medicare, STRS (or PERS/PERS RLR, if applicable), federal and state taxes, OPEB

** Per HUSD Payroll % District annual cost for management position for statutory benefits for medicare, unemployment insurance, medicare, PERS/PERS RLR, federal and state taxes, OPEB

1 Attorneys specialize in primary and related fields. This amount assumes matters in all codes, regulations and legislation impacting K-12

2 An amount for attorney malpractice insurance, if needed

3 For staff cell and office phone plans; long distance. Other utilities are assumed to be budgeted in the unrestricted general fund for the building where the department is housed

4 A placeholder for this item on an annual basis. There may be an additional start up budget for the office in the first year.

Note A: Middle of two step range on Oakland USD salary placement for Assistant General Counsel to approximate salary & H&W cost combined at HUSD)

Note B: Step 4 on Secretary, Legal III on Oakland USD salary placement to approximate salary & H&W benefits cost combined at HUSD

Hayward Unified School District Draft Paralegal Legal Department Budget

Paralegal Salary incl. H&W	\$81,100.00	See Note A
Statutory Benefits *	20,275.00	
Legal Receptionist incl. H&W	32,700.00	See Note B
Statutory Benefits **	8,175.00	
		\$142,250.00
Contracts with Specialized Legal Firms ¹	400,000.00	See Note C
Conference (to maintain currency in K12 matters)	10,000.00	
Office Supplies	6,000.00	
Copier Maintenance Agreement	2,000.00	
Bar Association/Professional Dues	3,000.00	
Mileage Expenses	2,000.00	
Telephone ³	2,500.00	
Filing Fees/Court Costs	10,000.00	
Printing	10,000.00	
Document Shredding services ?	2,500.00	
Attorney Practice Insurance ? ²	0.00	
Training Expenses (maintain required atty CEUs)	10,000.00	
Supplies & Operating Expense		458,000.00
Equipment ⁴	500.00	500.00
Draft Total Paralegal Budget:		\$600,750.00

* Per HUSD Payroll % District annual cost for management position for statutory benefits for medicare, unemployment insurance, medicare, STRS (or PERS/PERS RLR, if applicable), federal and state taxes, OPEB

** Per HUSD Payroll % District annual cost for management position for statutory benefits for medicare, unemployment insurance, medicare, PERS/PERS RLR, federal and state taxes, OPEB

1 Attorneys specialize in primary and related fields. This amount assumes matters in all codes, regulations and legislation impacting K-12

2 An amount for attorney malpractice insurance, if needed

3 For staff cell and office phone plans; long distance. Other utilities are assumed to be budgeted in the unrestricted general fund for the building where the department is housed

4 A placeholder for this item on an annual basis. There may be an additional start up budget for the office in the first year.

Note A: Step 6 range on Oakland USD salary placement for Legal Asst/Law Clerk to approximate salary & H&W cost combined at HUSD

Note B: Step 6 on Legal Receptionist/Clerk on Oakland USD salary placement to approximate salary & H&W benefits cost combined at HUSD

Note C: Difference between paralegals and lawyers in the United States:

"The greatest differences between lawyers and paralegals are that lawyers can set fees, give legal advice, appear as counsel of record in court, and sign pleadings (and other court documents) in a representative capacity. If a paralegal attempts to do any of these acts, they will be in violation of the unauthorized practice of law statutes that exist in most U.S. states. Paralegals are responsible for handling tasks such as legal writing, research and other forms of documentation for the lawyers that they work under."

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Human Resources

SUBMITTED BY: Kathryn Benson, Director, Classified Personnel
Chien Wu-Fernandez, Executive Director of Student Services

SUBJECT: APPROVE HIRING OF OCCUPATIONAL THERAPIST
POSITION AND SECOND READING OF JOB
DESCRIPTION

BOARD GOAL: #4 Consistently maintain a fiscally solvent and positively
certified district.

Purpose of Presentation:

The purpose of this item is to seek approval to hire an Occupational Therapist in lieu of contracting out these services. In addition, this is the second reading for the Occupational Therapist job description.

History/Background:

Currently, the District contracts with NPA providers for Occupational Therapy services. The Special Education Department has been working to decrease the costs of Occupational Therapy, a Special Education Related service. Occupational Therapists usually serve students with the following types of disabilities: Orthopedic Impairment, Autism, Intellectual Disability (Mental Retardation), Multiple Disabilities, and TBI (Traumatic Brain Injury). In all of the disability categories listed above, HUSD has remained fairly consistent with regard to the number of students who receive Special Education services, with the exception of one – Autism. The number of HUSD students receiving Special Education services under the eligibility of Autism has risen 180%, since school year 2005-2006. The Special Education Office has contracted with NPAs to deliver Occupational Therapy services to students in the following ways: Direct Service, Consultation, and through Motor Movement Programs.

The major issues in contracting with various OT NPA's is that often the contractor, who has received a referral for OT services and provides an assessment, automatically recommends direct services and then provides services for the student. This practice provides no accountability on behalf of the NPA OT provider for appropriate and educationally based services. Often the NPA person comes and goes with little coordination and participation with OT HUSD staff.

HUSD would benefit from a staff Occupational Therapist, as there would be consistency in services, communication, coordination and belief aligned with the District policies in the Special Education Department. This gives the staff person the ability to be creative in the provision of appropriate services for HUSD students. As a staff member, an OT can provide educational seminars to support Special Education teacher's needs in the classroom education and support parent understanding of child development in education at no cost to the District.

In addition, reimbursement for District staff-provided OT services through Medical and MAA would cover 1/3 to 1/2 of supplies and wages. Reimbursement for OT services cannot occur if the services are provided by an outside vendor.

Implementation:

Final approval of the job description for Occupational Therapist and posting of the position.

Recommendation:

Approve the second reading of the Occupational Therapist job description and approve posting the position for hire.

Fund:	<u>General Fund</u>			
Program:	<u>Special Education</u>			
Amount:	<u>See attached</u>			
Budgeted	<u>X</u>	Yes	<u> </u>	No
Restricted:	<u> </u>	Yes	<u>X</u>	No

OCCUPATIONAL THERAPIST COST SAVINGS SUMMARY

Currently, the Occupational Therapist services that are required through the IEP process are being provided by outside contractor/vendors. With the increased number of students needing these services, the District has investigated the benefits of having an in-house Occupational Therapist on staff to meet the needs of our students and reduce the costs to the budget. The number of HUSD students receiving Special Education services under the eligibility of Autism has risen 180%, since school year 2005-2006 and it is anticipated that this rising need will not subside during this year or future years.

The staff is recommending that HUSD staff an Occupational Therapist position in order to better meet the needs of the students and to be more fiscally responsive to the Board's goal to reduce costs under Special Education.

Please note the savings shown below:

Originator	Low Range	High Range
Outside Contractor Cost Range ¹	83.00	105.00
HUSD Staff Costs (including statutory benefits)	60.50	71.32
Cost per Hour Savings	22.50	33.68
Cost per Year Savings (based on full year)	\$46,800	\$70,054
Percent of Services Savings	27% savings	32% savings

In addition, reimbursement for District staff-provided OT services through Medical and MAA would cover 1/3 to 1/2 of supplies and wages. Reimbursement for OT services cannot occur if the services are provided by an outside vendor.

i

Pediatric Building Blocks	87/hr	95/hr
Pediatric Contracting Services	83	83
Starfish Therapies	105	105
Individual Contractor	90	90

HAYWARD UNIFIED SCHOOL DISTRICT

CLASS TITLE: OCCUPATIONAL THERAPIST

BASIC FUNCTION:

Under supervision of the Special Education Administrator, the Occupational Therapist (OT) will work with site, District, and SELPA staff to: develop and implement therapy services for students with identified needs; provide developmental and sensory-motor evaluations of students; develop occupational therapy treatment plans for rehabilitative care and/or educational programs; provide in-service training on the role of occupational therapy and sensory-motor deficits for district staff; participate in Individual Education Program team meetings; and perform all other related duties as assigned.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

- Identify and evaluate occupational therapy needs of students, especially related to areas of dysfunction in sensory-motor development, motor planning, visual integration, developmental function, activities of daily living, fine motor function, range of motions, postural tone, etc.
- Administer and perform appropriate assessments to determine areas of dysfunction and eligibility.
- Develop treatment plans and goals to improve students' functional abilities and enhance ability to learn.
- Provide individual treatment to correct specific areas if identified need.
- Provide group therapy for identified students and classes.
- Provide consultation to educational staff and parents for classroom and home services, which will aid the student's development.

Participate in meetings to coordinate occupational therapy goals with the total educational program.

Maintain and oversee the maintenance of progress records for individual students.

Assists in developing Individual Educational Programs (IEP).

Prepare written reports.

September, 2011

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

- And understanding to implement principles, methods and different instructional strategies of pediatric occupational therapy techniques related to the educational model therapy of physical and mental rehabilitation underlying the practices of occupational therapy.
- Objectives of occupational therapy treatment and services.
- Skeletal anatomy, neuromuscular function and dysfunction, kinesiology and occupational therapy modalities, principles of consultation, training and supervision.

ABILITY TO:

- Identify and analyze area of developmental and sensory-motor dysfunction.
- Develop and implement treatment plans, goals and objective to correct identified needs.
- Provide consultation for the classrooms, teachers, and parents.
- Explain and provide training on occupational therapy and rehabilitative principles.
- Provide direction to assigned staff.
- Evaluate and analyze activities of daily living in school environments; environmental adaptation.
- Write reports and maintain records.
- Establish and maintain cooperative relationships with other service providers during the course of work.
- Communicate, read, write, use effective organization skills.
- Travel between sites as assigned effectively and safely.
- Represent District at various meetings.

EDUCATION AND EXPERIENCE:

Graduation from an approved school of Occupational Therapy. Must have sufficient education to obtain Licensure with California Board of Occupational Therapy; internship in school-based Occupational Therapy Department or experience with children.

LICENSES AND OTHER REQUIREMENTS:

Possesses California State Licensure as an Occupational Therapist.

Possesses Driver's License as issued by the California Department of Motor Vehicle.

WORKING CONDITIONS:**ENVIRONMENT:**

- Occupational Therapy services environment.
- Driving a vehicle to conduct work.
- Flexible schedules, constant interruptions.

- Potential to exposure to blood and other bodily fluids and communicable diseases.

PHYSICAL DEMANDS:

- Hearing and speaking to exchange information in person or on the telephone.
- Seeing to file a variety of documents.
- Reaching overhead, above shoulders or horizontally, or bending at the waist to retrieve or sort records or files.
- Dexterity of hands and fingers to operate standard office and occupational therapy equipment.
- Lifting, carrying, pushing and pulling equipment and students.
- Know and understand how to use a computer to fill out necessary form for online programs needed for special education.

EQUIPMENT:

A laptop will be provided to support the paper work required by the department. Testing material and other material required for the work which will be supplied by the funding source. Miscellaneous equipment required for the job.

Agenda Item:	H.13.
Page Number:	1 of 2
Bd. Meeting Date:	10/12/11
Consent:	<u> </u> <u> X </u>
	Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **EDUCATIONAL SERVICES**

SUBMITTED BY: **Francisca Sanchez, Associate Superintendent**
Lety Salinas, Executive Director, Academic Affairs

Donna Becnel, Assistant Superintendent, Human Resources

SUBJECT: **CONSULTANTS**

GOAL: **#1: Prepare all students, beginning at Kindergarten, to be college-ready by meeting CSU/UC a-g requirements**

#10: District is committed to high expectations and accountability

PURPOSE OF PRESENTATION

To present contracts to the Board for approval.

BACKGROUND

	Vendor	Purpose	Div/Program	Amount
a)	Reading Magic – Reading Intervention Service -Sharon Zinke	Provide strategic and targeted reading intervention, progress monitoring and staff development to assist in improving student reading skills for Lorin Eden	Educational Services	\$18,000 – EIA Funds
b)	La Familia Family Resource Center	Provide case management and referrals to community services for students and families of students. Organize school community workshops, and meetings	Educational Services	\$5,600 – EIA Funds
c)	Help Everyone Reach One HERO, Inc.	Provide structured & interactive physical activities throughout the school day in weekly student workshops & organized recess play. Develop student leadership, & character education. Monthly drama & dance training for students & staff.	Educational Services	\$23,528 – EIA Funds

d)	Fagen, Friedman & Fulfrost	Provide services to assist with the current EEOC case and miscellaneous issues	Human Resources	\$15,000.00
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RECOMMENDATION

Approve the above consultant contracts.

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS
(October 12, 2011)

Name of Vendor: Sharon Zinke, Reading Magic, Reading Intervention Specialist

Cost: \$18,000

Purpose: Providing strategic and targeted reading intervention, progress monitoring, and staff development to assist in improving student reading skills in students persistently performing below grade level in Reading/Language Arts. The following activities will be engaged in with respect to this service agreement:

- ☐ Administration of student skills assessment in reading fluency
- ☐ Direct instruction to students in grades 4-6 that are persistently performing below basic or far-below basic in reading language arts.
- ☐ On-going staff development in strategic reading strategies to improve student reading
- ☐ Provide small group-targeted instruction to struggling readers within the classroom
- ☐ Provide whole-class instructional strategies through modeling for classroom teachers to improve word recognition & fluency skills of students.

Funding Source: EIA Categorical Funds as approved by our SSC.

Evaluation Criteria: Students receiving intervention services are monitored through district SBE-adopted assessments every 6-8 weeks. Fluency and word recognition assessments too will measure student progress as outlined in the Single Plan for Student Achievement (SPSA). Site Administrator will provide written evaluation based on student performance data, and progress monitoring data.

Term: October 17, 2011 – February, 3, 2012 (12 weeks) – specialist will provide direct service and training to staff to continue for the duration of the school year.

Contacts:

Sharon Zinke, Intervention Specialist
5249 Shafter Ave.
Oakland, CA 94618
510-653-7431

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Lorin Eden Elementary SchoolDate: 10/3/11Individual Requesting Consultant or Service: Kim WattsTitle: PrincipalBrief Description of Need: *(please reference to Ed Code, District Goals, CDE compliance or SPSA)*

Service to provide strategic and targeted reading intervention directly to students including regular progress monitoring and staff development to assist in improving student reading skills.

Lorin Eden SPSA p.12 & 32, 1.0 (1.1b) Implement consistent, coherent, standards based instruction including interventions. 6.0 All FBB & BB students will have access to intervention.

Student/Staff/Site Counsel Mtg Conducted

☒ YES☐ NO

Proposals Solicited

☒ YES☐ NO

Briefly describe justification for consultant or service provider selected

Former HUSD, Lorin Eden School Reading Specialist to provide service. Cost is less expensive than competitive vendor "Sylvan Learning Center" and the service includes staff training for self-sustaining the program at the site. Preferred Service provider to incorporate use of SBE-adopted intervention materials.

Indicate Funding Code 01.7091.0.5830.053.47.60.1000.360.000 (EIA)

Estimated cost \$ 18,000

Other Consultants or Service Providers Contacted

	Name	Description of services offered	Cost
1	Sylvan Learning Center	Reading Intervention Service	\$52,000
2	Sharon Zinke-Reading Magic	Reading Intervention Service	\$18,000
3			

Action: ☐ Approved ☐ Modified Approval ☐ Disapproved☐ Deferred Approval ☐ Follow-up Required Suspense Date

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and Sharon Zinke-Reading Magic-Reading Intervention Service (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.

2. DISTRICT needs special services and advice as follows:

Providing strategic and targeted reading intervention, progress monitoring, and staff development to assist in improving student reading skills in students persistently performing below grade level in Reading/Language Arts.

3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

- Administration of student skills assessment in reading fluency
- Direct small-group instruction to students in grades 4-6 that are persistently performing below basic or far-below basic in reading language arts.
- On-going staff development in strategic reading strategies to improve student reading
- Provide small group-targeted instruction to struggling readers within the classroom
- Provide whole-class instructional strategies through modeling for classroom teachers to improve word recognition & fluency skills of students.

2. Term

CONTRACTOR shall commence work on October 17, 2011. The work shall be completed no later than February 3, 2012.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of eighteen-thousand dollars Dollars (\$18,000) payable as follows: to be paid from EIA categorical funding sources as approved by Lorin Eden School Site Council at 9/13/11 meeting.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

X are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

_____ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

N/A

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:

Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544

CONTRACTOR:

Sharon Zinke-Reading Magic
5249 Shafter Ave.
Oakland, CA 94618

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District

By: Kim Watts *K. Watts*
Initiating Administrator

Title: Principal

School/Dept: Lorin Eden

Date: 9/14/11

Sharon Zinke-Reading Magic

Contractor
By: *Sharon Zinke*
(Signature)

Title: Reading Intervention Specialist

Date: 9-14-11

Taxpayer Identification/Social Security Number

AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____

SCOPE OF WORK
Reading Magic- Reading Intervention Service

The following activities will be engaged in with respect to this service agreement:

- ☐ Administration of student skills assessment in reading fluency
- ☐ Direct instruction to students in grades 4-6 that are persistently performing below basic or far-below basic in reading language arts.
- ☐ On-going staff development in strategic reading strategies to improve student reading
- ☐ Provide small group-targeted instruction to struggling readers within the classroom
- ☐ Provide whole-class instructional strategies through modeling for classroom teachers to improve word recognition & fluency skills of students.

A structure for reading intervention for targeted upper-grade students will be set up for Lorin Eden Elementary School. Following a quick screening to determine the target group of struggling readers based on previous test scores and teacher recommendation, reading intervention will be provided as staff development in specific strategies that will bring struggling readers up to grade level within a short time so that they are able to participate fully in classroom language arts activities with their peers. Classroom teachers will also receive staff development in strategies that can be implemented in their classrooms for small groups of struggling readers. In addition, whole-class instructional strategies will be practiced by classroom teachers that will prevent struggling readers from falling behind. Ongoing classroom demonstrations and coaching will be provided to fine-tune strategies to support struggling readers.

Sharon Zinke
5249 Shafter Avenue
Oakland, CA 94618

510) 653-7431
ekniz2@gmail.com

Profile

Sharon Zinke has taught reading to students in elementary classrooms and middle school as a classroom teacher, a Reading Specialist, and a Resource Specialist for forty years in California. She has been responsible for staff development and teacher mentoring, and has presented at reading conferences in the area of literacy for over twenty years. She has successfully taught reading courses for UC Berkeley Extension for the past ten years, specializing in assessment and intervention for struggling readers of all ages. She continues to work individually with students as a private tutor and volunteer. She has expertise in understanding and communicating issues that face struggling readers.

Experience

INSTRUCTOR, UC BERKELEY EXTENSION, CALIFORNIA 1998-2010

Developed curriculum for courses related to reading for reading specialists, administrators, resource specialists, classroom reading teachers, and teachers clearing CA credentials; presented and evaluated coursework; coached candidates for the CA Reading Certificate; organized assessment and tutoring opportunities for teachers; guest speaker for other instructors.

LITERACY CONSULTANT FOR PUBLIC SCHOOL DISTRICTS, CA 1980-2011

Provided workshops, teacher inservice, and classroom demonstrations for public schools in California school districts including Berkeley, Oakland, Richmond, Mt. Diablo, Los Angeles, Danville, Marysville, San Lorenzo, and San Jose as a literacy consultant; presented workshops for parents at public and private schools in Oakland and Hayward; consulted on the reading process with Disney in Burbank, CA.

READING SPECIALIST, HAYWARD, CA 1978-1990

Responsible for providing leadership in literacy at several elementary schools in Hayward; served on literacy committees at both the school and district level to design curriculum and write standards; provided workshops for teachers district-wide; provided demonstrations and coaching for classroom teachers; planned and provided intervention for groups of struggling readers; collaborated and planned with classroom teachers to meet the needs of at-risk students; planned, organized, and participated in IEP meetings and ongoing communication with parents.

RESOURCE SPECIALIST, HAYWARD, BERKELEY, CA 1991-2007

Responsible for providing leadership in the area of literacy for special education students at an elementary school in Hayward and a middle school in Berkeley; served on special education committees to plan programs for students falling behind; provided workshops for teachers district-wide; provided demonstrations and coaching for classroom teachers; planned and provided intervention for groups of struggling readers and writers; collaborated and planned with classroom teachers to modify the curriculum for students with special needs.

CLASSROOM TEACHER, MODESTO, HAYWARD, CA 1967-1978, 1990-1991

Responsible for planning and instruction in first, second, and seventh grade classrooms; served as a mentor teacher; served on committees at the school and district levels in the area of language arts; participated in hiring teachers; worked closely with parents.

READING INTERVENTION SPECIALIST, BERKELEY/OAKLAND, CA 1990-2011

Provide highly effective private tutoring for children and adults who are struggling with reading, with or without specific learning disabilities; consult with school districts, provide training to improve reading intervention strategies for struggling readers; volunteer training of volunteers in homeless shelters throughout the Bay Area.

CONFERENCES

Presented at reading conferences including the Claremont Reading Conference, International Reading Association Conference, Alameda County Reading Association, CAFE, Whole Language Umbrella Conference, Asilomar Reading Conference.

Publications

Zinke, Sharon (1998). "Constructing Meaning: Natural Stages or Rigid Curriculum?" Claremont Reading Conference 62nd Yearbook. 29-35. Book in publication with Scholastic.

Education

California State University, Hayward, California - M.S. in Reading (with honors), Reading Specialist Certificate 1976; Learning Handicapped Credential, Resource Specialist Certificate 1995; CLAD, 1993.

Sharon Zinke
5249 Shafter Avenue
Oakland, CA 94618

510) 653-7431
ekniz@aol.com

Focus

Teaching struggling readers of all ages in a way that inspires and builds confidence; training teachers to assess and provide appropriate interventions for struggling readers; coaching teachers in classroom literacy; planning curriculum and instruction.

**HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS
(October 12, 2011)**

Name of Vendor: La Familia Counseling Services

Cost: \$5,600

Purpose: The Family Resource Center is a component of La Familia, and serves Hayward residents with case management and referrals for services. Most families are referred to an FRC advocate for a variety of family issues and needs. Having an advocate on-site allows for families to drop-in for services readily available to them. After the FRC staff assesses the situation, a family must agree to be case managed and be willing to work with the Family Advocate. These are the following activities/services that will be provided:

- Provide an on-site case manager to match families with community resources
- Provide assessment information and referral to all children & families in the service area.
- Help school organize educational parent/community meetings for the purpose of a learning environment for parents
- Coordinate appropriate student/family referral procedures for specialized services
- Provide in-service collaboration with skill development workshops for staff and families.
- Provide regular reports and consultation with staff regarding mutual clients under approved confidentiality procedures.

Funding Source: EIA Categorical Funds as approved by our SSC.

Evaluation Criteria: Community members that participate in service & community engagement activities complete a written survey to provide program feedback to be reviewed by site administrator, SSC and ELAC. Case management data is also collected to inform school site administrator goals outlined in the Single Plan for Student Achievement (SPSA). Site Administrator will provide written summary evaluation based school site student data, and surveyed information.

Term: October 17, 2011 – June 7, 2012 (school year)

Contacts:

Jose Flores, Director
680 W. Tennyson Rd.
Hayward, CA 94544
510-782-2947

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Lorin Eden Elementary SchoolDate: 10/3/11Individual Requesting Consultant or Service: Kim WattsTitle: PrincipalBrief Description of Need: *(please reference to Ed Code, District Goals, CDE compliance or SPSA)*

Service to provide case management and referrals to community services for students and their families. School advocate will organize school community workshops to promote academic achievement, health & wellness, and support parent participation in school programs.

Lorin Eden SPSA p.33, 7.0 (7.0 - 7.5) Parent & Community Engagement:

Helping to implement activities to build positive relationships w/ parents & community. Promoting home/school engagement.

Student/Staff/Site Counsel Mtg Conducted

☒ YES ☐ NO

Proposals Solicited

☐ YES ☒ NO

Briefly describe justification for consultant or service provider selected

Sole provider of this service. This agency also maintains a long standing positive relationship with HUSD and our school site.

Indicate Funding Code 01.7091.0.5830.053.47.60.1000.360.000 (EIA)

Estimated cost \$ 5,600

Other Consultants or Service Providers Contacted**Name****Description of services offered****Cost**

1 La Familia Counseling Center/ Family Resource Advocate \$5,600

Family Resource Center

2

3

Action:☐ Approved ☐ Modified Approval ☐ Disapproved☐ Deferred Approval ☐ Follow-up Required Suspense Date

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and La Familia Counseling Services (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:
 - Provide an on-site case manager to match families with community resources
 - Provide assessment information and referral to all children & families in the service area.
 - Help school organize educational parent/community meetings for the purpose of a learning environment for parents
 - Coordinate appropriate student/family referral procedures for specialized services
 - Provide in-service collaboration with skill development workshops for staff and families.
 - Provide regular reports and consultation with staff regarding mutual clients under approved confidentiality procedures.
3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product
 CONTRACTOR agrees to provide the following services:
 - Work 7 hours a week providing the above listed services for 35 weeks.
2. Term
 CONTRACTOR shall commence work on October 17, 2011. The work shall be completed no later than June 8, 2012.
3. Compensation
 DISTRICT shall pay CONTRACTOR a total fee of five-thousand six-hundred Dollars (\$5,600) payable as follows: to be paid from EIA funding source.
4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

_____ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

X are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

NA

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:
Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544

CONTRACTOR:
La Familia Counseling Services
26081 Mocine Ave
Hayward, CA 94545

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District
 By: Kim Watty
Initiating Administrator
 Title: Principal
 School/Dept: Lorin Eden School
 Date: 8/15/11

La Familia Counseling Services
 By: M. Campos
Contractor Signature
 Title: Executive Director
 Date: 8/19/2011

 Taxpayer Identification/Social Security Number

AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.

By: M. Campos
 Authorized HUSD Representative
 Date: 8/19/11

 HUSD Board Approval Date

Memorandum of Agreement
Between
La Familia Counseling Service and Lorin Eden Elementary School, HUSD

PURPOSE

The La Familia Counseling Service is a multi-service Community Mental Health Agency serving Southern Alameda County since 1975. The agency provides program activities and services in areas of Mental Health, Social Service/ Critical Needs, Developmental Disabilities, Child Abuse Prevention and Intensive Day Treatment, and Youth Leadership. The Family Resource Center (FRC) a component of La Familia serves Hayward residents providing both drop-in services and case management. Through the Family Resource Center (FRC) a Family Advocate will be placed within the school setting and working with the school care team will accept referrals of students and their families will be served with intensive case management on a variety of family issues and needs. After FRC staff assesses the situation, a family must agree to be a case managed and be willing to work together with a Family Advocate.

SERVICE AREA

The boundaries of the service area are defined as: Students and Families attending Lorin Eden Elementary School.

RESPONSIBILITIES*Participant Services*

- o La Familia will place a Family Advocate (FA)/Case Manager to work onsite at the school.
- o FRC community services will support that FA and thus the school with resources.
- o FA will provide assessment, information, and referral to all children and families who live in the service area.
- o Provide case management services to referred students and their families.
- o Help school organize educational Café meetings for the purpose of providing a learning environment for parents.

Coordination

- o Agree to meet with La Familia Counseling Service staff to develop appropriate referral procedures.

- o Provide regular reports and consultation to School staff regarding mutual clients under approved confidentiality procedures.
- o Provide in-service collaboration skill development workshops for school staff.

Confidentiality

- o Staff will follow HUSD confidentiality process and will obtain for parent consent to participate and release of information.

HOURLY COST: \$ 20.00

Lorin Eden Elementary School

Participant Services

Principal of Lorin Eden Elementary School will designate liaison/staff person and or Care Committee to work together;

- o Meet with Center staff to develop appropriate referral and communication channels between parties.
- o Care Team Meetings with the purpose of referral, case review, and tracking Student referred for case management.
- o Provide confidential space for meeting with parents of referred students.
- o Provide agency staff access to pertinent school/roster information of referred student for the purposes of contact and help assist in connecting with referred student.

Confidentiality

- o Accept the Center's release forms for mutually served families; and instruct agency staff and supervise school members of the School Team on any special provisions with respect to exchange of confidential information and/or records.
- o Agree to enter into any necessary Memorandums of Agreement to access automated confidential files.

Number of Hours per week: 7

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS
(October 12, 2011)

Name of Vendor: Help Everyone Reach One (HERO) Inc.

Cost: \$23,528

Purpose: Providing students opportunities to develop leadership, physical activity and performing arts skills through sportsmanship activities that focus on positive character traits, decision making, critical thinking, leadership & teamwork. Help Everyone Reach One, Inc is an organization providing several levels of service to meet the diverse needs of students including; a Physical Activity Program, a Special Needs Physical Activity Program, an Organized Recess Program, Leadership Program and Mentorship Program. The variety of programs meet specific needs of students in grades K-6, and offer a variety of opportunities to support students in their development of gross motor skills, inclusion practices, leadership skills, decision making, critical thinking and teamwork. These are the following activities/services that will be provided:

- Provide 25 hours/week of staffed service to provide the following:
- Organized recess service
- Student Leadership training
- Weekly small group interactive/physical activity programs with each class
- Monthly Drama & dance instruction
- On-going Professional Development training for teachers and staff

Funding Source: EIA Categorical Funds as approved by our SSC.

Evaluation Criteria: Safe and inclusive school climate will be observed and measured through staff evaluation methods. Student performance data will reflect an increase towards goals outlined in the Single Plan for Student Achievement (SPSA). Site Administrator will provide written summary evaluation based school site student data, and surveyed information.

Term: October 17, 2011 – June 7, 2012 (school year)

Contacts:

Lamarr Kendricks, Executive Director
4200 Park Blvd. #138
Oakland, CA 94602
510-295-5675

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Lorin Eden Elementary SchoolDate: 10/3/11Individual Requesting Consultant or Service: Kim WattsTitle: PrincipalBrief Description of Need: *(please reference to Ed Code, District Goals, CDE compliance or SPSA)*

Service to provide structured & interactive physical activities throughout the school day in weekly student workshops & organized recess play. Program to support student engagement, leadership, & character education. Performing Art element to be incorporated monthly to the program.

Lorin Eden SPSA p.12 & 31, 1.0 Implement a consistent, coherent standards-based instruction program (based on CA PE Standards Gr. K-6), 5.0-5.3 Assuring equity policies & safe learning environment.

Student/Staff/Site Counsel Mtg Conducted

☒ YES ☐ NO

Proposals Solicited

☒ YES ☐ NO

Briefly describe justification for consultant or service provider selected

Quality of program is more comprehensive and includes integrated character education and performing arts component

Competative vendor "Playworks" is not currently accepting any more contracts with schools this year, as their capacity limit for servicing schools is full.

Indicate Funding Code 01.7091.0.5830.053.47.60.1000.360.000 (EIA)

Estimated cost \$ 23,528

Other Consultants or Service Providers Contacted

	Name	Description of services offered	Cost
1	HERO Inc.	Organized PE Recess & Student Engagement Strategies	\$23,528
2	Playworks	Organized PE Recess	\$25,000
3			

Action: ☐ Approved ☐ Modified Approval ☐ Disapproved☐ Deferred Approval ☐ Follow-up Required Suspense Date

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and Help Everyone Reach One, Inc. (HERO Inc.) (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.

2. DISTRICT needs special services and advice as follows:

Providing students opportunities to develop leadership, physical activity and performing arts skills through sportsmanship activities that focus on positive character traits, decision making, critical thinking & teamwork.

3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

- o Provide 25 hours/week of staffed service to provide the following:
- o Organized recess service
- o Student Leadership training
- o Weekly small group interactive/physical activity programs with each class
- o Monthly Drama & dance instruction
- o On-going Professional Development training for teachers and staff

2. Term

CONTRACTOR shall commence work on October 17, 2011. The work shall be completed no later than June 7, 2012.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of twenty-three thousand, five-hundred, twenty-eight Dollars (\$23,528) payable as follows: to be paid from EIA categorical funding sources as approved by Lorin Eden School Site Council at 9/13/11 meeting.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

 X are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

 are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

N/A

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:

Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544

CONTRACTOR:

HERO Inc.

4200 Park Blvd. #138

Oakland, CA 94602

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District

By: Kim Watts *K. Watts*
Initiating Administrator

Title: Principal

School/Dept: Lorin Eden

Date: 9/14/11

HERO Inc.

Contractor

By: LaMarr Kendricks *LaMarr T. Kendricks*

(Signature)

Title: Executive Director

Date: 9/16/11

#

Taxpayer Identification/Social Security Number

AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____

SCOPE OF WORK
Help Everyone Reach One (HERO Inc.)

The following activities will be engaged in with respect to this service agreement:

- Provide 25 hours/week of staffed service to provide the following:
- Organized recess service
- Student Leadership training
- Weekly small group interactive/physical activity programs with each class
- Monthly Drama & dance instruction
- On-going Professional Development training for teachers and staff

Help Everyone Reach One, Inc is an organization providing several levels of service to meet the diverse needs of students including; a Physical Activity Program, a Special Needs Physical Activity Program, an Organized Recess Program, Leadership Program and Mentorship Program. The variety of programs meet specific needs of students in grades K-5, and offer a variety of opportunities to support students in their development of gross motor skills, inclusion practices, leadership skills, decision making, critical thinking and teamwork.



Help Everyone Reach One, Inc.

Help Everyone Reach One, Inc. (HERO, Inc.) is an organization whose mission is to create mentoring, leadership, physical activity, and performing arts opportunities to youth. We work with local Bay Area elementary schools to provide activities during school and after school.

The HERO, Inc. Mentoring/ Leadership Program will offer leadership skills and mentoring opportunities to at-risk elementary school aged boys and girls. Students will be involved in interactive cooperative activities that will teach teamwork, responsibility, decision making, self esteem and critical thinking skills.

Lamarr Kendricks
Executive Director
HERO, Inc.

Organization Work History
HERO, Inc.

Bay Area Community Outreach Martin Luther King Elem. School	After-school enrichment (Drama, Dance, Mentor) 2006-2007; 2007-2008; 2008-2009
Glenview Elementary School Oakland, CA	Physical Activity, Organized Recess, Leadership, Mentor 2007-2008; 2008-2009
Sequoia Elementary School Oakland, CA	Physical Activity, Organized Recess, Leadership, Mentor 2007-2998; 2008-2009
Tilden Elementary School Oakland, CA	Special Needs Physical Activity Program 2006-2007; 2007-2008; 2008-2009
Bella Vista Elementary School Oakland, CA	Drama, Dance, Assembly Director, Mentor 2007-2008; 2008-2009
Martin Luther King Elem. School Oakland, CA	Physical Activity, Organized Recess, Leadership, Mentor 2007-2008
Fruitvale Elementary School Oakland, CA	Physical Activity, Organized Recess, Leadership, Mentor 2008-2009
Franklin Elementary School Oakland, CA	Special Needs Physical Activity Program 2006-2007; 2007-2008
Spectrum School Oakland, CA	Special Needs Physical Activity Program 2006-2007; 2007-2008, 2008-2009

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

October 12, 2011

Name of Vendor: **Fagen Friedman & Fulfrost, LLC**
 70 Washington Street, Suite 205
 Oakland, CA 94607

Cost: **Not to exceed \$15,000**

Purpose: **To provide services to assist with the current EEOC**
 case and miscellaneous issues.

Funding Source: **General Fund**

Evaluation Criteria: **Completion of work**

Term: **Commencing October 13, 2011. Work shall be**
 completed on June 30, 2012.

Contacts: **Donna Becnel, Assistant Superintendent**
 Human Resources
 Hayward Unified School District
 24411 Amador Street
 Hayward, CA 94544

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Human ResourcesDate: 10/12/11Individual Requesting Consultant or Service Donna BecnelTitle: Asst. Superintendent

Brief Description of Need: *(please reference ie Ed Code, District Goals, CDE compliance or SPSA)*
Legal Contract to respond to EEOC on behalf of district

Student/Staff/Site Counsel Mtg Conducted

☐ YES☒ NO

Proposals Solicited

☐ YES☒ NO

Briefly describe justification for consultant or service provider selected

EEOC complaint filed 3 years ago and this firm provided the initial response.

All documents are currently with this firm.

Indicate Funding Code _____

Estimated cost \$ 15,000**Other Consultants or Service Providers Contacted****Name****Description of services offered****Cost**1 None

2 _____

3 _____

Action:☐

Approved

☐

Modified Approval

☐

Disapproved

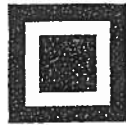
☐

Deferred Approval

☐

Follow-up Required

Suspense Date



Fagen Friedman & Fulfroft LLP

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Hayward Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2011:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

5. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other

similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

6. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

8. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

13. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Hayward Unified School District

Janis Duran, Superintendent

DATE: _____

Fagen Friedman & Fulfrost, LLP



Peter K. Fagen, Managing Partner

DATE: 5/10/11



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Hayward Unified School District
(Effective July 1, 2011)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$ 190 - \$ 220 per hour
Partner	\$ 220 - \$ 270 per hour
Of-Counsel	\$ 225 - \$ 270 per hour
Paralegal/Law Clerk	\$ 115 - \$ 135 per hour
Consultant	\$ 150 - \$ 200 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Human Resources**

SUBMITTED BY: **Kathryn Benson**
 Director of Classified Human Resources

SUBJECT: **APPOINTMENT OR REAPPOINTMENT OF PERSONNEL COMMISSIONER**

BOARD GOALS: **N/A**

OUTCOME: **Information Only – Announce the Vacancy on the Personnel Commission**

PURPOSE OF PRESENTATION

To announce the vacancy on the Personnel Commission.

HISTORY/BACKGROUND

The interim appointment of Dr. Annette Walker will expire on December 1, 2011.

Education Code Section §45249 assigns responsibility for the appointment of Commissioners to the Personnel Commissions established prior to September 17, 1965 as follows: “In a school district that has already adopted this article on September 17, 1965, members of the personnel commission shall be appointed by the Superintendent of Public Instruction who shall consider the recommendation of the governing board and other interested parties.”

The guidelines established by the Superintendent of Public Instruction state that the Board of Education should make a public announcement of the vacancy on the Personnel Commission at a public board meeting and to issue a public announcement of the intention to initiate an open recruitment process. The final appointment is made by the State Superintendent of Public Instruction.

RECOMMENDATION

Publically announce the opening on the Personnel Commission for the term **December 1, 2011 – November 30, 2014.**

Fund:	<u>N/A</u>		
Program:	<u>N/A</u>		
Amount:	<u>N/A</u>		
Budgeted	<u>X</u>	Yes	<u> </u> No
Restricted:	<u> </u>	Yes	<u>X</u> No

Agenda Item No.: H.15
 Page: 1 of 1
 Board Meeting Date: 10/12/11
 Consent: X
 Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Business Services**

SUBMITTED BY: **Stanley Dobbs, Assistant Superintendent**

SUBJECT: **DONATIONS TO HUSD**

BOARD GOAL: **#4: Consistently maintain a fiscally solvent and Positively Certified District**

PURPOSE OF PRESENTATION:

The Board of Education appreciates, and would like to acknowledge, the generosity of parents and the community.

HISTORY/BACKGROUND:

Many parents and community members donate items to benefit the students of Hayward Unified School District. Individual schools will forward the donation information to the Board of Education so that a formal acknowledgement may be made at the meetings and a letter of appreciation can be composed.

IMPLEMENTATION:

Accept donations as follows:

DONOR	ITEM	APPROX VALUE	SITE
Alan Antunes	Safeway gift cards	\$550.00	Burbank Elementary
The Shark Shack, c/o Mariano Orozco	Shark Shack gift cards	\$100.00	Burbank Elementary
Susan Maloney	Sofa	\$500.00	Tennyson High School

RECOMMENDATION:

Accept these generous donations. Letters of thanks will be sent to the donors by members of the Board of Education.