

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

Dr. Donald Evans, Superintendent

November 16, 2011

777 B Street, Hayward, CA 94541

Open Session: 6:30 p.m. – Council Chamber

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

Mandarin Program – Stonebrae Elementary School

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. COMMENTS 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 October 12, 2011 through October 24, 2011 (Business Services)

Payroll – Direct Deposit	6,822,648.83
Payroll – Warrants	665,102.18
General Fund - Total Non-Payroll	5,084,954.48
Adult Education Fund	48,668.37
Food Services Fund	219,878.52
Child Development Fund	664.10
Deferred Maintenance Fund	38,898.91
Special Reserve Fund for Capital Outlay Projects	19,314.00
Building Fund 2008 Measure I Bond	6,409,657.77
School Facilities/Proposition 1A	5,165.06
TOTAL EXPENDITURES	\$19,314,952.22

REMARKS

3. Approve Revised SBDM Waiver Process (Educational Services)
4. Approve Memorandum of Understanding with Thornhill and Adult School (Educational Services)
5. Declaration of Surplus Items (Business Services)
6. Approve Resolution #1112-11, Authorized Bank Signors for Hayward Unified School District (Business Services)
7. Approve Resolution #1112-12, Authorized Signors for Payroll Warrants and Disbursements for Hayward Unified School District (Business Services)
8. Approve Kaseya Software Purchase (Business Services)
9. Approve VIPTone Services, Software and Hardware for Blade Server (Business Services)
10. Adopt the minutes of the regular Board Meeting of September 7, 2011 and the Special Board Meeting of September 14, 2011 (Office of the Superintendent)

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

1. Bond/Parcel Tax Survey Results (Business Services)
☐ Information
2. Annual Council of Urban Boards of Education Conference Report (Office of the Superintendent)
☐ Information
3. Approve Five-Year Xerox Contract Restructure/Renewal (Business Services / Measure I)
☐ Move ☐ 2nd ☐ Act

REMARKS**4. Approve the following consultant contracts (Educational Services/Business Services)**___ **Move** ___ **2nd** ___ **Act**

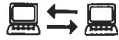
Vendor	Purpose	Div/Program	Amount
a) Empowerment Project Services	Provide academic support for African-American male students. Provide student educational support in building cultural awareness & academic engagement for Eden Gardens (SSC approved 10/24/11), Lorin Eden (SSC approved 9/13/11), Treeview (SSC approved 9/7/11), Bret Harte (SSC approved 9/8/11) & Winton (SSC approved 10/6/11)	Educational Services	\$87,500 – EIA Funds
b) Playworks	Playworks will provide 38 hours of professional development for YEP recess staff, 9 technical assistance visits that will cover tools and techniques needed to implement an energized recess program supplemented by youth and after-school components. HUSD staff will be trained in the Playworks model and will become district resource for Playworks training.	Student & Parent Support Services	\$36,000 – Carol M. White Grant Funds
c) ELS Group	To provide technical and fiscal support	Business Services	\$20,000 – General Fund

5. Accept Donation Report (Clerk)___ **Move** ___ **2nd** ___ **Act****6. Student Discipline (Educational Services)****Full Expulsions**

- Consider the expulsion of student # 49608 2011/2012
- Consider the expulsion of student # 54333 2011/2012

REMARKS

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
IDS6	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>
**	Hartwell, Richelle	370058	Special Ed/Harder
*	Janetos, Harriett	111283	Reading Specialist/Schafer Park
*	Nares, Stephen	890146	Counselor/Student Services
*	Sherman, Becky	111174	Intervention/Park

RECLASSIFICATION OF TEACHERS TO PROBATIONARY I STATUS:

The following teachers have been reclassified to Probationary I status for the 11/12 school year
(Credentialed, first year tenure track)

<u>Name</u>	<u>Position #</u>	<u>Position/Site</u>
Mc Elhaney, Candice	101289	Math/Hayward
Heupel, Savannah	101126	Math/Hayward
Wangnoo, Miranda	510007	Math/Hayward
Hall, Amanda	782012	Algebra/Bret Harte
Thompson, Gregory	892151	Math/Winton
Barnes, Jeffrey	101133	P.E./Mt.Eden
Piper, Terry	900043	Prep P.E./Palma Ceia
Wright, Nancy	900011	Prep Science/East Avenue
Hunter, Byron	330071	Science/Ochoa
Lee, Ronald	900002	Prep Science/Park
Dyness, Ruth	900035	Prep Science/Harder
Addicott, Neal	510021	Science Biology/Mt.Eden
Izumizaki, Edward	900044	Prep Science/Palma Ceia
Keily, Jacqueline	900053	Prep Science/Southgate
Fuentez Jr, Pedro	510671	TSA/Hayward
Albano, Justin	380122	Special Ed/Eden Gardens
Light-Valrey, Katherine	380141	Special Ed/Ruus
Gonzalez, Elizabeth	380132	Special Ed/Southgate
Halligan, Sheila	370013	Special Ed/Bowman
Her, Khou	380040	Special Ed/Laurel Center
Altenburg, Dennis	892499	Special Ed/Mt.Eden
Balbin, Eunizelle	380062	Special Ed/MLK
Casuga, Nida	380077	Special Ed/Hayward
Crosby, Sean	370039	Special Ed/Hayward
Ford, Jonathan	370047	Special Ed/Winton
Malik, Shabnam	380143	Special Ed/Park
Utzig, Michael	380125	Special Ed/MLK
Wheaton, Geoffrey	380101	Special Ed/Bidwell

RECLASSIFICATION OF TEACHERS TO PROBATIONARY II STATUS:

The following teachers have been reclassified to Probationary II status for the 11/12 school year.
(Credentialed, second year tenure track)

<u>Name</u>	<u>Position #</u>	<u>Position/Site</u>
Buros, Scott	892320	English/Hayward
Beddingfield, Rebecca	111159	TSA/SIAC
Bens Jr., Henry	330074	English/Ochoa
Velazquez-Cardenas, Rafael	100079	LA/MLK
Woodruff Tropp, Colette	510120	Math/Hayward
Bishop, Tyler	510280	Math/Mt.Eden
Hong, Jeong Eun	101108	Math/Tennyson
Tucker, Amanda	511057	P.E./Tennyson
Cooper, Susan	510190	Chemistry/Hayward
Martinez, Alma	510107	Spanish/Hayward
Caviglia, Adrienne	320040	Special Ed/Eldridge
Franco, Alvaro	380092	Special Ed/Tennyson
Aboudi, Colette	380041	Special Ed/Fairview
Culberson, Raeshon	520311	Special Ed/Tennyson

RECLASSIFICATION OF TEACHERS TO PROBATIONARY 0 STATUS:

The following teachers have been reclassified to Probationary 0 status for the 11/12 school year.
(Intern Credentials)

<u>Name</u>	<u>Position #</u>	<u>Position/Site</u>
Stadnik, Snezhana	890030	Math/Ochoa
Moore, Annette	380164	Math/Laurel Center
Lopez, Kelly	380076	Special Ed/Ochoa
Litts, Gina	380052	Special Ed/Mt.Eden
Singh, Shradha	511298	Special Ed/Harder
Zuluaga, Lourdes	511879	Special Ed/Harder
Randolph, Asa	380067	Special Ed/Hayward
Postell, Roshawnda	892529	Special Ed/Cesar Chavez
Mohammed, Shaheen	380074	Special Ed/East Avenue

LEAVES OF ABSENCE:

<u>Name</u>	<u>Position#</u>	<u>Position/Site</u>	<u>Effective Date</u>	<u>Percent</u>	<u>Reason</u>
Buros, Scott	892320	English/Hayward	10/3/11-undefined (10 days)	100%	Paternity Leave
Chenault, Adriana	310016	Counselor/Tennyson	11/1/11-1/6/12	100%	Childcare
Cruz, Nicholas	330057	P.E./Winton	10/11/11-12/11/11	100%	Health Related
Kellman, Michelle	111037	TSA/Longwood	11/01/11-?	0.6 FTE	Health Related
Lai, Paul	630002	English/Mt.Eden	8/2011-6/2012	100%	Childcare
Mojaddidy, Medenha	111231	Intervention/Longwood	10/24/11-12/14/11	100%	Maternity Leave
Pendleton, Claire	897007	3 rd /4 th /Harder	10/24/11-10/28/11	100%	Surgery
Taylor, Deborah	550050	Teacher/Hayward Adult	09/06/11-01/15/12	100%	Health Related
Vazquez, Susie	520357	1 st /2 nd /Longwood	11/7/11-12/22/11	100%	Health Related

RESIGNATIONS:

<u>Name</u>	<u>Position#</u>	<u>Position/Site</u>	<u>Effective Date</u>	<u>Reason</u>
Camoos, Lucia	892526	Spec. Ed/Glassbrook	09/26/11	Personal
Morrar, Akram	900031	P.E./Glassbrook	11/04/11	Personal
Ulrich, Jonathan	340013	Music/Cesar Chavez	10/18/11	Personal

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>
Butler, Chavon	511948	Child Nut. Assist/Cherryland	10/19/2011	2A/\$16.17	Replacement
Cathcart, Krystal	260309	Para SH/Mt. Eden	10/24/2011	17A/\$20.07	Replacement
Harrell, Malkia	892256	Office Specialist/Ed Services	10/17/2011	8A/\$19.65	Replacement
Hubbard, Kelly	220003	Trans Manager/Transportation	10/10/2011	W1/\$71,189	Replacement
Ho, Huong	222005	Manager, Ed Data/Technology	11/02/2011	N1/\$86,816	Replacement
Juma, Grace	260638	Para SH/Laurel Center	10/24/2011	17A/\$20.07	Replacement
Krumlauf, Elaine	250007	Sr. Executive Assist/Business	10/03/2011	54A/\$27.43	Replacement
Montanelli, Dawn	490013	Bus Driver/Transportation	11/01/2011	18A/\$21.42	Replacement
Martinho, Sarah	270051	College-Career Center Tech/Hayward High	10/19/2011	7A/\$20.63	Replacement
Martinho, Sarah	270052	College-Career Center Tech/Tennyson	10/19/2011	7A/\$20.63	Replacement
Nguyen, Minh	111256	District Accountant/Business	11/01/2011	22A/\$26.44	New Position
Ruiz Santos, Adriana	892052	Bus Driver/Transportation	11/01/2011	18A/\$21.42	Replacement
Roseman, Stephen	511626	YEP Leader/Tyrrell	10/14/2011	6A/\$16.26	New Position
Souza, Anton	111017	YEP Leader/Tennyson	10/25/2011	6A/\$16.29	New Position

PROMOTION:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Convocar, Shiela	200002	Para SH/HC/Special Ed.	10/03/2011	21A/\$21.73	Replacement
Mehalas-Thierry, Lisa	511231	Sr. Personnel Operations Tech/HR	10/03/2011	21E/\$30.80	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>
Anderson, Stephanie	800100	Custodian/M&O	10/05/2011	\$16.09	As Needed
Barros, Debra	800200	Campus Supervisor/Student Srv	09/06/2011	\$16.93	As Needed
Bolanos, Maria	610300	Child Development Assist	08/31/2011	\$13.75	As Needed
Barajas, John	800100	Custodian/M&O	10/11/2011	\$16.09	As Needed
Castro, Ruth	270012	CWA Outreach Wrk/Student Services	08/22/2011	\$27.44	As Needed
Cervantes, Janice	800000	Office Specialist/Sunset Adult	10/03/2011	\$23.25	As Needed
Cruz, Clarisse	610200	Para SE/Special Ed.	09/10/2011	\$14.44	As Needed
Davis, Kaston	800100	Custodian/M&O	09/01/2011	\$16.09	As Needed
Gonzalez, Chris	800000	Purchasing Tech/Business	09/23/2011	\$22.76	As Needed
Giles, Lisa	610025	Crossing Guard/Transportation	10/25/2011	\$10.76	As Needed
Herrera, Milagros	610200	Para Bilingual/Lorin Eden	09/26/2011	\$21.73	As Needed
Maldonado, Vanessa	610200	Para SE/Special Ed.	09/10/2011	\$14.44	As Needed
Rex, Lonnie	610025	Crossing Guard/Transportation	10/25/2011	\$10.76	As Needed
Stephen, Jennifer	800000	Office Specialist/Various	09/10/2011	\$16.55	As Needed
Washington, Rommel	800200	Campus Supervisor/Student Srv	09/06/2011	\$16.93	As Needed

EXEMPT POSITIONS:**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/Sunset Adult	10/03/2011	\$10.00	As Needed
Arias, Brittany	101103	Tutor/YEP	08/22/2011	\$10.00	As Needed
Canales, Yolanda	610310	Child Care Wrkr/Glassbrook	10/07/2011	\$10.00	As Needed
Cruz, Laurie	101103	Tutor/YEP	08/22/2011	\$10.00	As Needed
Huaracha, Maria	610310	Child Care Wrkr/Glassbrook	10/07/2011	\$10.00	As Needed
Figuerola, Triny	610310	Child Care Wrkr/Glassbrook	10/07/2011	\$10.00	As Needed
Figuerola, Triny	610310	Child Care Wrkr/Special Ed	09/22/2011	\$10.00	As Needed
Gonzalez, Eva	610310	Child Care Wrkr/ELL	10/01/2011	\$10.00	As Needed
Guerrero, Jerilyn	101102	Tutor/Tennyson Twilight	09/01/2011	\$10.00	As Needed
Gutierrez, Beatriz	610310	Child Care Wrkr/Ochoa	09/27/2011	\$10.00	As Needed
Hernandez, Consuelo	610310	Child Care Wrkr/ELL	10/01/2011	\$10.00	As Needed
Johnson, Pamela	610310	Tutor/Tyrrell	08/23/2011	\$10.00	As Needed
Mauricio, Maria	610310	Child Care Wrkr/ELL	10/01/2011	\$10.00	As Needed
Mauricio, Maria	610310	Child Care Wrkr/Chavez	09/14/2011	\$10.00	As Needed
Mohammed, Sharmaine	610310	Child Care Wrkr/Tyrrell	08/30/2011	\$10.00	As Needed
Martin, Maria	610310	Child Care Wrkr/Sunset Adult	10/03/2011	\$10.00	As Needed
Murphy, Adam	101103	Tutor/YEP	09/16/2011	\$10.00	As Needed
Ojeda, Miguel	101103	Tutor/YEP	09/16/2011	\$10.00	As Needed
Ruiz, Maria	610310	Child Care Wrkr/Cherryland	09/28/2011	\$10.00	As Needed
Salguero, Ana	610310	Child Care Wrkr/Glassbrook	10/07/2011	\$10.00	As Needed
Stenholm, Erik	101103	Tutor/YEP	08/22/2011	\$10.00	As Needed

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>
Higares, Jesse	620016	Noon Supervisor/Ruus	10/25/2011	\$9.00	As Needed
Roache, Vincent	620021	Noon Supervisor/Treeview	09/22/2011	\$9.00	As Needed
Stredic, Dorothy	620014	Noon Supervisor/Palma Ceia	08/23/2011	\$9.00	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>
Chan, Fanny	510752	Child Development Assist./Helen Turner From 6.5 to 6 hours/day	08/01/2011	11E/\$20.89	Voluntary Decrease

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>
Bankston, Bobbie	892261	Para SH/Sunset Adult From 5 to 5.5 hours/day	08/22/2011	17E/\$23.54	To Match all Para's at Sunset Adult
Collins, Stacie	111151	YEP Leader/Cherryland From 19 to 30 hours/week	09/09/2011	6E/\$18.98	To Meet the Needs of Students
Duenas, Maria	111046	Comm. Liaison/Mt. Eden From 32 to 40 hours/week	10/03/2011	13E/\$21.73	SBDM Decision to Increase Hours
Miller, Laurie	890066	SIP Assistant/Fairview From 3 to 4 hours/day	08/22/2011	1D/\$22.01	Increase in Hours

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>
Ayala Meza, Maricruz	111192	YEP Leader/From Strobridge to Harder	09/26/2011	6C/\$17.57	New Position
Briseno, Stephanie	892274	Attend. Clerk at Hayward High to Office Specialist in Business	10/03/2011	8E/\$23.25	Admin Transfer
Castaneda, Lydia	111277	Para SH/From District to Cherryland	10/24/2011	17E/\$23.54	Per IEP
Domingo, Kristine	260487	YEP Site Coord/From Burbank to Faith Ringgold	10/05/2011	17C/\$21.73	Admin Transfer
Govind, Uma	111204	Para SE/From Lorin Eden to Glassbrook	10/03/2011	13E/\$21.73	Admin Transfer
Herrera, Imelda	510552	YEP Leader/From Lorin Eden to Ruus	09/28/2011	6A/\$16.29	Admin Transfer
Layson, Francisca	260646	Para SH/From Park to Sunset Adult	10/24/2011	17E/\$23.54	Admin Transfer
Gracia, William	260460	YEP Site Coord/From Faith Ringgold to Harder	10/05/2011	17A/\$20.07	Admin Transfer
Omwange, George	111178	Para SH 1:1/From Mt. Eden to Palma Ceia	10/24/2011	17A/\$20.07	Admin Transfer
Ongaki, Nancy	111265	Para SH/From Tennyson to Park	10/24/2011	17A/\$20.07	Admin Transfer
Padilla, Alex	260462	YEP Site Coord/From Harder to Burbank	10/05/2011	17A/\$20.07	Admin Transfer
Robinson, Freja	260206	Para SH/From Palma Ceia to Sunset Adult	10/24/2011	17E/\$23.54	Admin Transfer
Rowland, Crystal	511935	YEP Leader/From Harder to Cherryland	09/28/2011	6A/\$16.29	Admin Transfer
Rosa, Madalena	511274	Para SH/From Darwin to Sunset Adult	08/22/2011	17E/\$23.54	Admin Transfer
Schreier, Melisa	892264	Para SH/From Sunset Adult to Mt. Eden	10/24/2011	17E/\$23.54	Admin Transfer
Viera, Carina	890026	YEP Leader/From Faith Ringgold to Bowman	10/19/2011	6A/\$16.29	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>
Kipps, Dela	400023	Payroll Tech/Business	10/12/2011	18E/\$28.85	Replacement
Lacombe, Annmarie	240027	Attendance Clerk/Chavez	09/19/2011	5E/\$22.99	Replacement

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>
Avery, Donna	470013	Campus Supervisor/Winton	10/03/2011	4C/\$22.86	Medical
Estrada, Jasmine	260456	YEP Site Coord./Schafer Park	09/26/2011	17D/\$22.61	Medical
Garzon, Addy	290239	CNA/Hayward High	09/07/2011	2E/\$18.82	Personal
Heisserer, Katheryn	280022	Office Manager/Lorin Eden	10/19/2011	21E/\$26.68	Medical
Johnson, Tamika	260024	Para SE/Ochoa	09/08/2011	13A/\$18.60	Medical
Kapoor, Suman	290210	CNA/Hayward High	11/01/2011	2E/\$18.82	Personal
Lilienthal, Michael	101220	Custodian/Mt. Eden	06/27/2011	14E/\$22.67	Medical
Morales, Sandra	892535	Comm. Liaison/Eldridge	10/20/2011	13D/\$20.89	Medical
Reyna, Juanita	280026	Office Manager/Faith Ringgold	10/10/2011	21E/\$26.68	Medical
Spencer, Nadia	260637	Para SH/Laurel	10/21/2011	17E/\$23.54	Childcare
Taylor, Barbara	892258	Para SE/\$21.73	09/02/2011	13E/\$21.73	Medical
Zamora, Elsa	511303	Parent Outreach/Eden Gardens	10/10/2011	32E/\$28.52	Medical

TERMINATIONS:**FAILED PROBATION:**

<u>Employee Number</u>	<u>Position#</u>	<u>Effective Date</u>
19832	892315	10/12/2011

RESIGNATIONS:

<u>Name</u>	<u>Position#</u>	<u>Class/Site</u>	<u>Effective Date</u>	<u>Range Step Hourly Rate</u>	<u>Reason</u>
Campos, Armando	111072	Custodian/Child Nutrition	09/16/2011	14A/\$21.05	Schedule Conflict
Castillo, Maria	260488	YEP Site Coord/Eldridge	09/01/2011	17E/\$23.54	Retirement
Chalabi, Awa	782041	YEP Leader/Palma Ceia	09/23/2011	6C/\$17.57	Personal
Diesman, Laura	511768	Translator-Interpreter/DO	09/21/2011	18E/\$28.85	Return to School
Flores, Christina	101211	Custodian/Stonebrae	10/13/2011	14E/\$22.67	Change of Career
Iverson, Aileen	250007	Sr. Exec. Assist/Business	09/30/2011	54A/\$27.43	Not a Good Fit
Jocson, Helen	892271	Para SH/Ruus	10/22/2011	17B/\$20.89	Personal
Phelps, Chandra	511871	Para SE/Bret Harte	09/30/2011	13E/\$21.73	Retirement
Rodriguez, Judy	260134	Para General/Cherryland	09/30/2011	11E/\$20.89	Retirement
Vallejos, Victoria	111020	Personnel Operations Technician/HR	10/14/2011	14A/\$22.29	Accepted Certificated Employment w/HUSD

Agenda Item No.: G.2
 Page: 1 of 56
 Board Meeting Date: 11/16/11
 Consent: X
 Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Business Services**

SUBMITTED BY: **Stanley Dobbs, Assistant Superintendent**

SUBJECT: **WARRANTS**

BOARD GOAL: **# 4: Sustain Efficient Business Service Practices**

PURPOSE OF PRESENTATION:

Bill warrants in the amount of \$19,314,952.22 for the period October 12, 2011 through October 24, 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	6,822,648.83
Payroll – Warrants	665,102.18
General Fund - Total Non-Payroll	5,084,954.48
Adult Education Fund	48,668.37
Food Services Fund	219,878.52
Child Development Fund	664.10
Deferred Maintenance Fund	38,898.91
Special Reserve Fund for Capital Outlay Projects	19,314.00
Building Fund 2008 Measure I Bond	6,409,657.77
School Facilities/Proposition 1A	5,165.06
TOTAL EXPENDITURES	\$19,314,952.22

RECOMMENDATION:

Approve warrants as presented and reviewed.

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

HAYWARD UNIFIED SCHOOL DISTRICT

WARRANTS ISSUED: From:	<u>10/12/11</u>	<u>10/24/11</u>
Payroll Warrant #'s*:	<u>10028999</u>	Thru <u>10029002</u>
	<u>10029004</u>	Thru <u>10029461</u>
Vendor Warrant #'s*:	<u>50032677</u>	Thru <u>50033044</u>
		Thru _____

TOTAL EXPENDITURES:

Payroll - Direct Deposit	\$ <u>6,822,648.83</u>
Payroll - Warrants	\$ <u>665,102.18</u>
General Fund - (Total Payroll)	\$ <u>7,487,751.01</u>
General Fund - (Total Non-Payroll)	\$ <u>5,084,954.48</u>
Adult Education Fund	\$ <u>48,668.37</u>
Food Services Fund	\$ <u>219,878.52</u>
Child Development Fund	\$ <u>664.10</u>
Deferred Maintenance Fund	\$ <u>38,898.91</u>
Special Reserve Fund for Capital Outlay Projects	\$ <u>19,314.00</u>
Other Post-Employment Benefits	\$ <u>-0-</u>
Building FD 2008 Measure I Bond	\$ <u>6,409,657.77</u>
School Facilities/Proposition 1A	\$ <u>5,165.06</u>
Building Fund	\$ <u>-0-</u>
Capital Facilities/Developer Fees Fund	\$ <u>-0-</u>
Total Expenditures	\$ <u>19,314,952.22</u>

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

AFYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/24/2011		10/24/11 PAGE 1	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		BATCH: 0000 Standard batching district			
WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT	
50033000	001205 PACIFIC EDUCATORS INC	22-033266	01.0000.0.9507.000.0000.00 22-2504 PAC ED WARRANT TOTAL	213.72 \$213.72	
50033001	001210 FLEX ACCOUNT ADMINISTRATION	22-033242	01.0000.0.9507.000.0000.0000.00 22-1210 MEDICAL WARRANT TOTAL	7,441.22 \$7,441.22	
50033002	002600 FLEX ACCOUNT ADMINISTRATION	22-033270	01.0000.0.9507.000.0000.0000.00 22-2600 DEPEND.C WARRANT TOTAL	6,798.46 \$6,798.46	
50033003	004002 ABOTE/NEA/CTA	22-033271	01.0000.0.9917.000.0000.0000.00 22-4002 ABOTE WARRANT TOTAL	9,223.91 \$9,223.91	
50033004	004101 ASSOCIATION OF CALIFORNIA	22-033272	01.0000.0.9917.000.0000.0000.00 22-4101 ACSA DUE	2,127.26	
		22-033273	01.0000.0.9507.000.0000.0000.00 22-4101 ACSA DUE WARRANT TOTAL	157.20 \$2,284.46	
50033005	004200 CALIFORNIA TEACHERS ASSOC.	22-033274	01.0000.0.9917.000.0000.0000.00 22-4200 CTA ASSN	107,975.66	
		22-033275	01.0000.0.9917.000.0000.0000.00 22-4201 CTA DUES WARRANT TOTAL	1,360.11 \$109,335.77	
50033006	004202 FORTUNE SCHOOL OF EDUCATION	22-033276	01.0000.0.9917.000.0000.0000.00 22-4202 FORTUNE WARRANT TOTAL	2,295.00 \$2,295.00	
50033007	004203 FOUNDATION TO ASSIST TEACHERS	22-033277	01.0000.0.9917.000.0000.0000.00 22-4203 FACT/CTA WARRANT TOTAL	48.00 \$48.00	
50033008	004205 HAYWARD EDUCATION ASSOCIATION	22-033280	01.0000.0.9917.000.0000.0000.00 22-4205 HEA-PAC WARRANT TOTAL	36.00 \$36.00	
50033009	004300 SEIU LOCAL 1021	22-033281	01.0000.0.9917.000.0000.0000.00 22-4300 SEIU1021	28,070.70	
		22-033282	01.0000.0.9917.000.0000.0000.00 22-4301 SERVICE WARRANT TOTAL	200.00 \$28,270.70	
50033010	004303 COMMITTEE ON POLITICAL	22-033283	01.0000.0.9917.000.0000.0000.00 22-4303 COPE WARRANT TOTAL	23.00 \$23.00	
50033011	004501 CASBO	22-033284	01.0000.0.9917.000.0000.0000.00 22-4501 CA ASSN WARRANT TOTAL	44.25 \$44.25	
50033012	004502 CALIFORNIA ASSOCIATION OF	22-033285	01.0000.0.9917.000.0000.0000.00 22-4502 CAL. ASSN WARRANT TOTAL	42.60 \$42.60	
50033013	004503 CALIF COUNCIL FOR ADULT ED	22-033286	01.0000.0.9917.000.0000.0000.00 22-4503 CA COUNC WARRANT TOTAL	5.00 \$5.00	
50033014	004504 NATIONAL EDUCATION ASSOCIATION	22-033287	01.0000.0.9917.000.0000.0000.00 22-4504 NEA-FCPE WARRANT TOTAL	88.00 \$88.00	

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/24/11	PAGE	2
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0000 Standard batching district		
FOR WARRANTS DATED 10/24/2011						
WARRANT VENDOR NUMBER	WARRANT NUMBER (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT		
50033015	004601	22-033288	01.0000.0.9917.000.0000.00 22-4601 1ST UNIT	19,856.95		
			WARRANT TOTAL	\$19,856.95		
50033016	004602	22-033289	01.0000.0.9917.000.0000.00 22-4602 BAY CITY	1,674.00		
			WARRANT TOTAL	\$1,674.00		
50033017	004604	22-033290	01.0000.0.9917.000.0000.00 22-4604 PROV CTR	45,898.07		
			WARRANT TOTAL	\$45,898.07		
50033018	004607	22-033291	01.0000.0.9917.000.0000.00 22-4607 PATELCO	2,150.00		
			WARRANT TOTAL	\$2,150.00		
50033019	004609	22-033292	01.0000.0.9917.000.0000.00 22-4609 SAFE AM	200.00		
			WARRANT TOTAL	\$200.00		
50033020	004703	22-033293	01.0000.0.9917.000.0000.00 22-4703 HAYW. ED.	121.50		
			WARRANT TOTAL	\$121.50		
50033021	004704	22-033294	01.0000.0.9917.000.0000.00 22-4704 SCHOLARS	97.00		
			WARRANT TOTAL	\$97.00		
50033022	004705	22-033295	01.0000.0.9917.000.0000.00 22-4705 UNITED W	10.00		
			WARRANT TOTAL	\$10.00		
50033023	004803	22-033296	01.0000.0.9917.000.0000.00 22-4803 HUSD-REV	4,768.87		
			WARRANT TOTAL	\$4,768.87		
50033024	006003	22-033297	01.0000.0.9917.000.0000.00 22-6003 FRANCHIS	10,153.79		
			WARRANT TOTAL	\$10,153.79		
50033025	006004	22-033298	01.0000.0.9917.000.0000.00 22-6004 FRANCHIS	287.00		
			WARRANT TOTAL	\$287.00		
50033026	006005	22-033299	01.0000.0.9917.000.0000.00 22-6005 FRANCHIS	1,272.99		
			WARRANT TOTAL	\$1,272.99		
50033027	006011	22-033300	01.0000.0.9917.000.0000.00 22-6011 ECMC ED	2,529.47		
			WARRANT TOTAL	\$2,529.47		
50033028	006013	22-033301	01.0000.0.9917.000.0000.00 22-6013 DEPT ED	1,228.75		
			WARRANT TOTAL	\$1,228.75		
50033029	006015	22-033302	01.0000.0.9917.000.0000.00 22-6015 CSUPPORT	12,627.45		
			WARRANT TOTAL	\$12,627.45		
50033030	006101	22-033303	01.0000.0.9917.000.0000.00 22-6101 INT. REVE	3,638.51		
			WARRANT TOTAL	\$3,638.51		

WARRANT VENDOR NUMBER	WARRANT NUMBER (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50033031	006109 UNITED STATES TREASURY	22-033304	01.0000.0.9917.000.0000.0000.00 22-6109 IRS KANS WARRANT TOTAL	100.00 \$100.00
50033032	006110 INTERNAL REVENUE SERVICE	22-033305	01.0000.0.9917.000.0000.0000.00 22-6110 IRS WARRANT TOTAL	963.84 \$963.84
50033033	006220 MARTHA G. BRONITSKY TRUSTEE	22-033306	01.0000.0.9917.000.0000.0000.00 22-6220 MARTHY G WARRANT TOTAL	1,271.00 \$1,271.00
50033034	006256 OFFICE OF THE ATTORNEY GENERAL	22-033307	01.0000.0.9917.000.0000.0000.00 22-6256 SUPPORT WARRANT TOTAL	755.00 \$755.00
50033035	006301 ALAMEDA CO SHERIFF'S OFFICE	22-033308	01.0000.0.9917.000.0000.0000.00 22-6301 SHERIFF WARRANT TOTAL	4,614.68 \$4,614.68
50033036	006402 DELTA MANAGEMENT ASSOCIATES	22-033309	01.0000.0.9917.000.0000.0000.00 22-6402 GAR DELT WARRANT TOTAL	869.53 \$869.53
50033037	006405 DIVERSIFIED COLLECTION SERVICE	22-033310	01.0000.0.9917.000.0000.0000.00 22-6405 DIVERSE2 WARRANT TOTAL	303.21 \$303.21
50033038	006406 NYS CHILD SUPPORT	22-033311	01.0000.0.9917.000.0000.0000.00 22-6406 NYS CSUP WARRANT TOTAL	858.00 \$858.00
50033039	008001 HAYWARD UNIFIED SCHOOL DISTR.	22-033314	01.0000.0.9915.000.0000.0000.00 22-8001 FIT 22-033315 01.0000.0.9916.000.0000.0000.00 22-8002 SIT 22-033316 01.0000.0.9506.000.0000.0000.00 22-8003 OASDI 22-033317 01.0000.0.9506.000.0000.0000.00 22-8004 MEDICARE 22-033362 01.0000.0.9506.000.0000.0000.00 22-8003 OASDI 22-033363 01.0000.0.9506.000.0000.0000.00 22-8004 MEDICARE WARRANT TOTAL	1,217,516.38 358,419.99 118,717.62 160,724.80 175,248.86 160,721.84 \$2,191,349.49
50033040	008006 EMPLOYMENT DEVELOPMENT DEPT.	22-032854	01.0000.0.9508.000.0000.0000.00 22-8006 SUI 22-032951 01.0000.0.9508.000.0000.0000.00 22-8006 SUI 22-032969 01.0000.0.9508.000.0000.0000.00 22-8006 SUI 22-033070 01.0000.0.9508.000.0000.0000.00 22-8006 SUI 22-033089 01.0000.0.9508.000.0000.0000.00 22-8006 SUI 22-033219 01.0000.0.9508.000.0000.0000.00 22-8006 SUI WARRANT TOTAL	10,899.15 48,356.01 1,801.97 59,343.26 1,309.13 187,765.58 \$309,475.10
50033041	008010 HAYWARD UNIFIED SCHOOL DISTR.	22-033318	01.0000.0.9910.000.0000.0000.00 22-8010 DIRECT D WARRANT TOTAL	6,632,592.16 \$6,632,592.16
50033042	008114 STATE TEACHERS RETIREMENT	22-033365	01.0000.0.9503.000.0000.0000.00 22-8114 ADD STRS WARRANT TOTAL	3,560.95 \$3,560.95
50033043	009100 UNION BANK OF CALIFORNIA	22-033357	01.0000.0.9914.000.0000.0000.00 22-9100 PARS	13,057.62

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/24/2011

10/24/11 PAGE 3

BATCH: 0000 Standard batching district

APYBRPHW H.00.01		HAYWARD		UNIFIED SCHOOL DISTRICT		10/24/11		PAGE		4	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/24/2011		BATCH: 0000 Standard batching district					
WARRANT VENDOR		REFERENCE		ACCOUNT CLASSIFICATION							
NUMBER NUMBER NAME (REMIT)		NUMBER Fd Resc Y Objt Sch Goal Func Mn Description								AMOUNT	
22-033358		01.0000.0.9914.000.0000.0000.00 22-9100 PARS								13,057.62	
		WARRANT TOTAL								\$26,115.24	
50033044 009500 TAX DEFERRED SERVICES INC.		22-033320 01.0000.0.9914.000.0000.0000.00 22-9002 AMERICAN								13,886.99	
		22-033321 01.0000.0.9914.000.0000.0000.00 22-9003 CONSECO								200.00	
		22-033322 01.0000.0.9914.000.0000.0000.00 22-9006 CAPITAL								2,639.82	
		22-033323 01.0000.0.9914.000.0000.0000.00 22-9008 DELTA LI								13,840.00	
		22-033324 01.0000.0.9914.000.0000.0000.00 22-9010 EQUITABL								100.00	
		22-033325 01.0000.0.9914.000.0000.0000.00 22-9011 GREAT AM								10,302.00	
		22-033326 01.0000.0.9914.000.0000.0000.00 22-9015 IDS LIFE								19,119.00	
		22-033327 01.0000.0.9914.000.0000.0000.00 22-9016 PLAN MEM								2,000.00	
		22-033328 01.0000.0.9914.000.0000.0000.00 22-9017 JACKSON								3,200.00	
		22-033329 01.0000.0.9914.000.0000.0000.00 22-9018 LSW								2,380.00	
		22-033330 01.0000.0.9914.000.0000.0000.00 22-9023 LINCOLN								31,458.00	
		22-033331 01.0000.0.9914.000.0000.0000.00 22-9024 LUTHERAN								1,300.00	
		22-033332 01.0000.0.9914.000.0000.0000.00 22-9025 METROPOL								500.00	
		22-033333 01.0000.0.9914.000.0000.0000.00 22-9027 NEW YORK								18,066.00	
		22-033334 01.0000.0.9914.000.0000.0000.00 22-9028 ALLIANCE								29,840.14	
		22-033335 01.0000.0.9914.000.0000.0000.00 22-9032 PAUL REV								2,100.00	
		22-033336 01.0000.0.9914.000.0000.0000.00 22-9033 SECURITY								18,314.90	
		22-033337 01.0000.0.9914.000.0000.0000.00 22-9039 MET INV.								1,950.00	
		22-033338 01.0000.0.9914.000.0000.0000.00 22-9045 USAA LIF								1,000.00	
		22-033339 01.0000.0.9914.000.0000.0000.00 22-9048 WADDELL								4,100.00	
		22-033340 01.0000.0.9914.000.0000.0000.00 22-9049 FRANKLIN								1,855.00	
		22-033341 01.0000.0.9914.000.0000.0000.00 22-9054 MIDLAND								3,208.33	
		22-033342 01.0000.0.9914.000.0000.0000.00 22-9055 AVIVA								7,441.65	
		22-033343 01.0000.0.9914.000.0000.0000.00 22-9059 PACIFIC								1,725.00	
		22-033344 01.0000.0.9914.000.0000.0000.00 22-9061 FTJ FUND								50,779.00	
		22-033345 01.0000.0.9914.000.0000.0000.00 22-9062 FID INVS								12,910.13	
		22-033346 01.0000.0.9914.000.0000.0000.00 22-9063 OPPENHMR								35.00	
		22-033347 01.0000.0.9914.000.0000.0000.00 22-9065 1 INVEST								7,175.00	
		22-033348 01.0000.0.9914.000.0000.0000.00 22-9066 T ROWE								8,240.00	
		22-033349 01.0000.0.9914.000.0000.0000.00 22-9068 H MANN								250.00	
		22-033350 01.0000.0.9914.000.0000.0000.00 22-9069 NOR AMER								1,050.00	
		22-033351 01.0000.0.9914.000.0000.0000.00 22-9070 GWN SEC								1,900.00	
		22-033352 01.0000.0.9914.000.0000.0000.00 22-9457 GREATWES								600.00	
		22-033353 01.0000.0.9914.000.0000.0000.00 22-9458 HARTFORD								3,366.66	
		22-033354 01.0000.0.9914.000.0000.0000.00 22-9459 TDS 457								300.00	
		WARRANT TOTAL								28,486.00	
										\$312,848.62	
*** BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 45		TOTAL AMOUNT OF WARRANTS:						\$9,758,341.26*	
*** DISTRICT TOTALS ***		TOTAL NUMBER OF WARRANTS: 45		TOTAL AMOUNT OF WARRANTS:						\$9,758,341.26*	

APYERPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/20/2011

10/20/11 PAGE 1

BATCH: 0000 Standard batching district

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032999	008010 HAYWARD UNIFIED SCHOOL DISTR.	22-033236	01.0000.0.9910.000.0000.0000.00 22-8010 DIRECT D	190,056.67
WARRANT TOTAL				\$190,056.67
*** BATCH TOTALS ***				
TOTAL NUMBER OF WARRANTS: 1				\$190,056.67*
*** DISTRICT TOTALS ***				
TOTAL NUMBER OF WARRANTS: 1				\$190,056.67*

WARRANT VENDOR NUMBER 50032810 000061 A & G MUSIC PRODUCTS INC.	WARRANT NUMBER 50032811 106074 ACSA MEMBER SERVICES	WARRANT NUMBER 50032812 116795 ANOVA INC	WARRANT NUMBER 50032813 001517 APPLE COMPUTER	WARRANT NUMBER 50032814 115787 APPLE INC.	WARRANT NUMBER 50032815 111787 ARROW WIRE & CABLE INC.	WARRANT NUMBER 50032816 116164 ASCD CONFERENCE REGISTRATION	WARRANT NUMBER 50032817 116848 ASHAY BY THE BAY	WARRANT NUMBER 50032818 113519 AT&T	WARRANT NUMBER 50032819 112795 BEARCOM	WARRANT NUMBER 50032820 102007 BELL TRANSIT CORPORATION	WARRANT NUMBER 50032821 003001 BEST INSTRUMENT REPAIR	WARRANT NUMBER 50032822 112077 BUDGETEXT CORP	WARRANT NUMBER 50032823 111125 CAFE DE LAGNIAPPE	WARRANT NUMBER 50032824 005442 CALIFORNIA SCHOOL BOARDS ASSOC
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
WARRANT VENDOR NUMBER 50032810 000061 A & G MUSIC PRODUCTS INC.	WARRANT VENDOR NUMBER 50032811 106074 ACSA MEMBER SERVICES	WARRANT VENDOR NUMBER 50032812 116795 ANOVA INC	WARRANT VENDOR NUMBER 50032813 001517 APPLE COMPUTER	WARRANT VENDOR NUMBER 50032814 115787 APPLE INC.	WARRANT VENDOR NUMBER 50032815 111787 ARROW WIRE & CABLE INC.	WARRANT VENDOR NUMBER 50032816 116164 ASCD CONFERENCE REGISTRATION	WARRANT VENDOR NUMBER 50032817 116848 ASHAY BY THE BAY	WARRANT VENDOR NUMBER 50032818 113519 AT&T	WARRANT VENDOR NUMBER 50032819 112795 BEARCOM	WARRANT VENDOR NUMBER 50032820 102007 BELL TRANSIT CORPORATION	WARRANT VENDOR NUMBER 50032821 003001 BEST INSTRUMENT REPAIR	WARRANT VENDOR NUMBER 50032822 112077 BUDGETEXT CORP	WARRANT VENDOR NUMBER 50032823 111125 CAFE DE LAGNIAPPE	WARRANT VENDOR NUMBER 50032824 005442 CALIFORNIA SCHOOL BOARDS ASSOC
REFERENCE NUMBER PO-200414	REFERENCE NUMBER PO-201282	REFERENCE NUMBER PO-201237	REFERENCE NUMBER PO-200987	REFERENCE NUMBER CL-101362	REFERENCE NUMBER PO-200083	REFERENCE NUMBER PO-201475	REFERENCE NUMBER PO-201531	REFERENCE NUMBER PO-201283	REFERENCE NUMBER PO-201279	REFERENCE NUMBER PO-201071	REFERENCE NUMBER PO-200505	REFERENCE NUMBER PO-201165	REFERENCE NUMBER PO-200616	REFERENCE NUMBER PO-200902
ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0000.0.4310.910.1293.1000.31 SUPPLIES	ACCOUNT CLASSIFICATION 01.0000.0.5220.910.0000.7495.45 SERVICES	ACCOUNT CLASSIFICATION 01.6500.0.5100.930.5770.1180.38 SERVICE	ACCOUNT CLASSIFICATION 01.3180.0.4400.370.1110.1000.31 EQUIPMENT	ACCOUNT CLASSIFICATION 01.0000.0.4400.910.0000.7395.21 1800276658 PO 102995	ACCOUNT CLASSIFICATION 01.8150.0.4310.920.9301.8300.26 MAINTENANCE	ACCOUNT CLASSIFICATION 01.3181.0.5220.010.1110.1000.31 CONFERENCE	ACCOUNT CLASSIFICATION 01.3010.0.4310.910.1110.1000.36 INSTR MAT	ACCOUNT CLASSIFICATION 01.0000.0.5838.910.0000.7400.42 SERVICE	ACCOUNT CLASSIFICATION 01.0000.0.4310.250.1145.1000.00 SUPPLIES	ACCOUNT CLASSIFICATION 01.7240.0.5830.930.5001.3600.38 SERVICE	ACCOUNT CLASSIFICATION 01.0000.0.5675.910.1293.1000.31 EQUIPMENT REPAIR	ACCOUNT CLASSIFICATION 01.0156.0.4100.910.1145.1000.34 0045HAIL	ACCOUNT CLASSIFICATION 01.3010.0.4310.910.1110.2495.36 SUPPLIES	ACCOUNT CLASSIFICATION 01.4035.0.4315.810.1155.1000.36 SERVICE
WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL	WARRANT TOTAL
2,316.19	200.00	995.00	50,116.34	994.83	259.91	2,636.00	555.88	107.52	275.46	32,540.00	3,002.25	2,613.26	254.69	3,250.00
\$2,316.19	\$200.00	\$995.00	\$50,116.34	\$994.83	\$259.91	\$2,636.00	\$555.88	\$107.52	\$275.46	\$32,540.00	\$3,002.25	\$2,613.26	\$254.69	\$3,250.00

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 2	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0151 GENERAL B 151			
WARRANT VENDOR		REFERENCE		ACCOUNT CLASSIFICATION		AMOUNT	
WARRANT NUMBER	WARRANT NAME (REMIT)	NUMBER	Fd Resc Y	Objt Sch	Goal Func	Wn Description	
50032825	110226 CAMCOR INC.	PO-201101	01.3181	0.4310	010.1110	1000.31 SUPPLIES	3,577.87
						WARRANT TOTAL	\$3,577.87
50032826	116835 CDE-PCA 0590/83821	PO-201471	01.4203	0.5220	910.4760	1000.34 CONFERENCE	3,300.00
						WARRANT TOTAL	\$3,300.00
50032827	116392 CEID	PO-201124	01.6500	0.5830	930.5770	1180.38 SERVICE	988.00
						WARRANT TOTAL	\$988.00
50032828	116834 CHILDHOOD COMMUNICATIONS	PO-201464	01.3315	0.5220	930.5730	1195.38 CONFERENCE	1,975.00
						WARRANT TOTAL	\$1,975.00
50032829	116801 CHILDREN'S HEALTH COUNCIL	PO-201253	01.6500	0.5830	930.5770	1180.38 SERVICE	3,145.00
						WARRANT TOTAL	\$3,145.00
50032830	005997 CHILDREN'S LEARNING CENTER	PO-201122	01.6500	0.5100	930.5770	1180.38 SERVICE	15,913.50
						WARRANT TOTAL	\$15,913.50
50032831	006410 COLEMAN TROPHY	PO-201059	01.3181	0.4310	010.1110	1000.31 SUPPLIES	\$31,827.00
						WARRANT TOTAL	4,452.64
50032832	105845 COMPLETE BUSINESS SYSTEMS	PO-201268	01.0000	0.4310	910.0000	7400.42 SUPPLIES	\$4,452.64
						WARRANT TOTAL	117.45
50032833	113426 COUSIN'S VIDEO INC.	PO-201151	01.0480	0.4310	020.1110	1000.00 SUPPLIES	203.20
						WARRANT TOTAL	\$203.20
50032834	116645 D & P ENTERPRISES INC	PO-200770	01.3181	0.4310	370.1110	1000.31 SUPPLIES	628.40
						WARRANT TOTAL	\$628.40
50032835	108390 MICHAEL DESORCIE	PO-201306	01.7240	0.5800	930.5001	3600.38 TRAVEL EXPENSE	340.67
						WARRANT TOTAL	\$340.67
50032836	111938 EDUCATIONAL DATA SYSTEMS INC.	PO-201096	01.0000	0.4375	910.0000	3160.35 SERVICE	2,615.97
						WARRANT TOTAL	\$2,615.97
50032837	111799 FAGEN FRIEDMAN & FULFROST LLP	PO-200898	01.0000	0.5845	910.9015	7200.00 SERVICE - LEGAL	437.50
						WARRANT TOTAL	\$437.50
50032838	013027 FAMILIES FIRST INC.	PO-201123	01.6500	0.5830	930.5770	1180.38 SERVICE	1,892.28
						WARRANT TOTAL	\$1,892.28
50032839	013417 FEDEX	PO-200707	01.0000	0.5850	910.0000	3160.35 DELIVERY SERVICE	41.24
						WARRANT TOTAL	\$41.24
50032840	014493 FOLLETT EDUCATIONAL SERVICES	PO-201035	01.0156	0.4100	910.1140	1000.34 1181897A	668.16

APYBRPHW H.00.01		HAYWARD		UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 3				
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/19/2011		BATCH: 0151 GENERAL B 151						
WARRANT VENDOR	WARRANT NUMBER	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd	Resc	Y	Objt	Sch	Goal	Mn	DESCRIPTION	AMOUNT
50032841	014765	FREE SPIRIT PUBLISHING CO.	PO-201036	01.0156	0.4100	910.1140	1000.34	1187625A				711.97
			PO-201166	01.0156	0.4100	910.1145	1000.34	11995564A				4,308.36
			WARRANT TOTAL									\$5,688.49
50032842	107251	GEARY PACIFIC SUPPLY	PO-201054	01.0480	0.4310	280.1110	1000.00	SUBSCRIPTION				306.08
			WARRANT TOTAL									\$306.08
50032843	114439	GENERAL BINDING CORP.	PO-200146	01.8150	0.4310	920.9315	8110.26	MAINTENANCE				3,579.92
			PO-201173	01.8150	0.4310	920.9315	8110.26	MAINTENANCE				2,569.72
			WARRANT TOTAL									\$6,149.64
50032844	106002	GRAPHIC COMMUNICATORS	PO-200292	01.3010	0.4400	095.1110	1000.36	SERVICE				325.43
			WARRANT TOTAL									\$325.43
50032845	113592	SAXTON BRADLEY	PO-200431	01.0000	0.5800	910.0000	7550.27	SERVICES				690.00
			WARRANT TOTAL									\$690.00
50032846	113471	SMART AND FINAL	PO-200797	01.0480	0.4400	220.1110	1000.00	EQUIPMENT				4,732.99
			WARRANT TOTAL									\$4,732.99
50032847	116772	THE FIBAR GROUP LLC	PO-200183	01.3010	0.4310	035.1110	2495.36	SUPPLIES/MATERIALS				88.78
			WARRANT TOTAL									\$88.78
*** BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 38		TOTAL AMOUNT OF WARRANTS:							\$182,019.13*	

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 4	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0152 GENERAL B152			
WARRANT VENDOR		ACCOUNT CLASSIFICATION				AMOUNT	
WARRANT NUMBER	NAME (REMIT)	REFERENCE NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION				
50032848	116827 ALAS	PO-201398	01.3010.0.5220.075.1110.1000.36 CONFERENCE			300.00	
			01.3010.0.5220.095.1110.1000.36 CONFERENCE			300.00	
			WARRANT TOTAL			\$600.00	
50032849	114436 ALPHA ENTERPRISE	PO-200073	01.0000.0.5610.920.9314.8110.26 MAINTENANCE			491.64	
			WARRANT TOTAL			\$491.64	
50032850	116809 AMSCOPE	PO-201269	01.3181.0.4310.370.1110.1000.31 SUPPLIES			2,797.59	
			WARRANT TOTAL			\$2,797.59	
50032851	115787 APPLE INC.	CL-101361	01.0900.0.4400.910.0000.2700.25 1800276657 PO 102993			2,028.11	
			WARRANT TOTAL			\$2,028.11	
50032852	116164 ASCD CONFERENCE REGISTRATION	PO-201544	01.3181.0.5220.370.1110.1000.31 CONFERENCE			2,992.00	
			WARRANT TOTAL			\$2,992.00	
50032853	111600 AT&T	PV-200619	01.0450.0.5930.000.9238.7200.00 293-8550-220 10/2011			83.02	
		PV-200620	01.0450.0.5930.000.9238.7200.00 293-8554-856 10/2011			108.53	
		PV-200627	01.0450.0.5930.000.9238.7200.00 293-8567-935 9/2011			237.09	
		PV-200628	01.0450.0.5930.000.9238.7200.00 293-8568-074 9/2011			345.68	
		PV-200629	01.0450.0.5930.000.9238.7200.00 293-8569-370 9/2011			244.22	
		PV-200630	01.0450.0.5930.000.9238.7200.00 293-8570-144 9/2011			72.29	
		PV-200631	01.0450.0.5930.000.9238.7200.00 293-8571-717 9/2011			50.01	
		PV-200632	01.0450.0.5930.000.9238.7200.00 293-8574-755 9/2011			237.17	
		PV-200633	01.0450.0.5930.000.9238.7200.00 293-8581-852 9/2011			46.69	
		PV-200635	01.0450.0.5930.000.9238.7200.00 293-8591-745 9/2011			151.27	
		PV-200666	01.0450.0.5930.000.9238.7200.00 344-2078-418 10/2011			1,115.91	
		PV-200667	01.0450.0.5930.000.9238.7200.00 344-2079-363 10/2011			1,115.91	
			WARRANT TOTAL			\$3,807.79	
50032854	112460 AT&T	PV-200623	01.0450.0.5930.000.9238.7200.00 021-5127-366 9/2011			42.52	
		PV-200624	01.0450.0.5930.000.9238.7200.00 271-5420-553			44.39	
		PV-200625	01.0450.0.5930.000.9238.7200.00 293-8330-072 9/2011			338.84	
		PV-200626	01.0450.0.5930.000.9238.7200.00 293-8547-306 9/2011			60.32	
		PV-200634	01.0450.0.5930.000.9238.7200.00 293-8586-583 9/2011			112.88	
		PV-200636	01.0450.0.5930.000.9238.7200.00 723-0560-557 9/2011			161.62	
		PV-200637	01.0450.0.5930.000.9238.7200.00 782-8796-722 9/2011			22.55	
		PV-200638	01.0450.0.5930.000.9238.7200.00 785-7750-706 9/2011			105.71	
		PV-200639	01.0450.0.5930.000.9238.7200.00 889-9219-256 9/2011			7.83	
		PV-200646	01.0450.0.5930.000.9238.7200.00 581-0964-371 9/2011			13.00	
		PV-200668	01.6500.0.5930.930.5001.2150.38 582-5621-352 10/2011			39.69	
			WARRANT TOTAL			\$949.35	
50032855	116398 CHEER ZONE	PO-102761	01.0000.0.4310.370.1175.4200.00 SUPPLIES			1,315.75	
			WARRANT TOTAL			\$1,315.75	
50032856	111655 CLEAN SOURCE	PO-200845	01.0000.0.9320.000.0000.0000.00 WAREHOUSE			1,831.24	

APYBRPHW H.00.01	HAYWARD UNIFIED SCHOOL DISTRICT	10/19/11	PAGE	5
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER	BATCH: 0152 GENERAL B152		
FOR WARRANTS DATED 10/19/2011				
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION		
NUMBER	Fd Resc Y	Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT
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50032857 109910 DELL MARKETING L.P.	PO-200766	01.3181.0.4310.370.1110.1000.31	EQUIPMENT/SUPPLIES	\$1,831.24
	WARRANT TOTAL			2,658.60
50032858 116395 DELTA CHARTER SERVICE	PO-201078	01.9413.0.5804.340.1110.1000.00	SERVICE	\$2,658.60
	WARRANT TOTAL			698.00
50032859 110994 DIGITAL DEPLOYMENT	PO-201342	01.4203.0.5825.910.4760.1000.34	CONSULTING SERVICES	\$698.00
	WARRANT TOTAL			2,400.00
50032860 111917 EASTSHORE CHARTER LINES	PO-201351	01.4124.0.5830.930.1140.1000.36	CHARTERED BUS	\$2,400.00
	WARRANT TOTAL			1,625.00
50032861 010418 EBMUD	PV-200621	01.0000.0.5558.000.9238.8200.00	2950710001 7/28-9/27	\$1,625.00
	PV-200622	01.0000.0.5558.000.9238.8200.00	2950730001 7/28-9/27	207.66
	WARRANT TOTAL			3,909.66
50032862 014493 FOLLETT EDUCATIONAL SERVICES	PO-201063	01.7091.0.4310.370.4760.1000.36	SUPPLIES	\$4,117.32
	PO-201153	01.3181.0.4310.370.1110.1000.31	SUPPLIES	4,272.02
	WARRANT TOTAL			13,637.84
50032863 116851 DONNA Y FORD	PO-201557	01.3010.0.5825.910.1110.2100.36	CONSULTANT	\$17,909.86
	WARRANT TOTAL			3,150.00
50032864 116742 MARTHA P. GARCIA	PO-201052	01.7091.0.5825.330.4760.1000.36	SERVICE	\$3,150.00
	WARRANT TOTAL			1,500.00
50032865 115105 GCR LLP	PO-200894	01.0000.0.5845.910.9015.7200.00	SERVICE-LEGAL	\$1,500.00
	WARRANT TOTAL			31,527.83
50032866 113052 GL SPORTS	PO-201209	01.0000.0.4310.220.0000.2700.00	SUPPLIES	\$31,527.83
	WARRANT TOTAL			408.89
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 19	TOTAL AMOUNT OF WARRANTS:		\$82,808.97*

AFYRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 6	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/19/2011		BATCH: 0153 GENERAL B153	
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032867	116370	DUTRA CERRO GRADEN INC.	PO-201424	01.0000.0.5800.910.0000.7395.21	CONSULTANT		4,750.00
				WARRANT TOTAL			\$4,750.00
50032868	109515	JEAN WEINGARTEN PENINSULA	PO-201205	01.6500.0.5220.930.5001.2150.38	SERVICE		340.00
				WARRANT TOTAL			\$340.00
50032869	105196	MANAGED HEALTH NETWORK	PV-200689	01.0000.0.5800.910.9070.7200.00	EAP OCT 2011		5,013.70
				WARRANT TOTAL			\$5,013.70
50032870	105781	PUBLIC EMPLOYEES	PV-200690	01.0000.0.9507.000.0000.0000.00	ACTIVE EMP NOV 2011		413,817.69
			PV-200691	01.9550.0.9516.000.0000.0000.00	RETIRED EMP NOV 2011		100,081.54
				WARRANT TOTAL			\$513,899.23
50032871	112523	RECALL CORPORATION	PO-201277	01.0000.0.5830.910.0000.7400.42	SERVICE		194.01
				01.0000.0.5830.910.0000.7400.42	SERVICE		106.00
				01.0000.0.5830.910.0000.7400.42	SERVICE		108.34
				WARRANT TOTAL			\$408.35
50032872	108414	RECALL SECURE DESTRUCTION	PO-200617	01.0000.0.5800.930.9188.3900.37	SERVICES		102.04
				WARRANT TOTAL			\$102.04
50032873	116770	WOLF CAMER RITZ CAMERA & IMAGE	PO-201177	01.0000.0.4310.220.1145.1000.00	EQUIPMENT		943.70
				WARRANT TOTAL			\$943.70
50032874	045745	ROADRUNNER MAILING	PO-201406	01.4203.0.5830.910.4760.1000.34	MAILING		1,333.43
				01.4203.0.5910.910.4760.1000.34	MAILING		2,772.12
				WARRANT TOTAL			\$4,105.55
50032875	113471	SMART AND FINAL	PO-180990	01.5810.0.4310.930.1110.1000.36	SUPPLIES/MATERIALS		76.34
				01.5810.0.4310.930.1110.1000.36	SUPPLIES/MATERIALS		21.65
			PO-200345	01.3181.0.4315.370.1110.1000.31	SUPPLIES		714.94
				WARRANT TOTAL			\$812.93
50032876	112091	SOUTO BROS.	PO-200221	01.9367.0.5610.920.0000.8110.26	MAINTENANCE		10,800.00
				WARRANT TOTAL			\$10,800.00
50032877	112862	STANDARD INSURANCE COMPANY CB	PV-200693	01.0000.0.9507.000.0000.0000.00	NON-CTA EMP OCT 2011		173.25
				WARRANT TOTAL			\$173.25
50032878	050883	TOWN 'N COUNTRY CLEANERS	PO-200241	01.0000.0.5800.920.9306.8200.26	MAINTENANCE		8.00
				01.0000.0.5800.920.9306.8200.26	MAINTENANCE		8.00
				01.0000.0.5800.920.9306.8200.26	MAINTENANCE		8.00
				01.0000.0.5800.920.9306.8200.26	MAINTENANCE		5.00
				01.0000.0.5800.920.9306.8200.26	MAINTENANCE		8.00
				WARRANT TOTAL			\$37.00
50032879	101155	UTRECHT ART SUPPLY	PV-200696	01.0000.0.8699.000.0000.0000.00	STALE DTD-REISSUE REF 078809		249.53

WARRANT NUMBER	WARRANT VENDOR	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc y	Objt Sch	Goal Func	Mn DESCRIPTION	AMOUNT
HAYWARD UNIFIED SCHOOL DISTRICT COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/19/2011 BATCH: 0153 GENERAL B153									
APYBRPHW H.00.01 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST. WARRANT NUMBER 100371 WHCI									
50032880	057726	WEEKLY READER CORP.	PO-200375	01.7091.0.4310.210.4760.1000.36	SUBSCRIPTION				\$249.53
WARRANT TOTAL									101.80
WARRANT TOTAL									\$101.80
50032881	100371	WHCI	PO-200260	01.8150.0.4310.920.9322.8110.26	MAINTENANCE				1,668.25
WARRANT TOTAL									\$1,668.25
50032882	058001	WILCO SUPPLY CO	PO-200842	01.8150.0.4310.920.9319.8110.26	MAINTENANCE				440.52
WARRANT TOTAL									162.09
WARRANT TOTAL									406.73
WARRANT TOTAL									139.18
WARRANT TOTAL									162.99
WARRANT TOTAL									68.37
WARRANT TOTAL									\$1,055.70
50032883	111638	WINGS LEARNING CENTER INC.	PO-201017	01.6500.0.5100.930.5770.1180.38	SERVICE				5,948.00
WARRANT TOTAL									5,948.00
WARRANT TOTAL									5,621.75
WARRANT TOTAL									5,173.00
WARRANT TOTAL									\$22,690.75
50032884	103772	XEROX CORPORATION	PO-201360	01.0000.0.5612.023.0000.2700.00	MAINTENANCE				137.35
WARRANT TOTAL									224.35
WARRANT TOTAL									137.35
WARRANT TOTAL									224.35
WARRANT TOTAL									\$723.40
*** BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 18 TOTAL AMOUNT OF WARRANTS: \$567,875.18*									

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE		8	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/19/2011		BATCH: 0154 GENERAL B154			
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch	Goal Func Mn	Description	AMOUNT
50032885	116209	1856 PRODUCTIONS	PO-200948	01.0480.0.4310.085.1110.1000.00				SUPPLIES	2,805.75
				WARRANT TOTAL					\$2,805.75
50032886	018231	HAYWARD AREA RECREATION	CL-101485	01.0480.0.5800.075.1110.1000.00				HARDASO5001	600.00
			CL-101486	01.9412.0.5830.020.0000.2150.22				HARDASO 5002	300.00
				WARRANT TOTAL					\$900.00
50032887	018216	HAYWARD WATER SYSTEMS	PV-200673	01.0000.0.5558.000.9238.8200.00				06-08500.00	49.99
			PV-200674	01.0000.0.5558.000.9238.8200.00				06-08510.00	453.58
			PV-200675	01.0000.0.5558.000.9238.8200.00				06-08530.00	1,811.00
			PV-200676	01.0000.0.5558.000.9238.8200.00				08-05650.00	1,524.18
			PV-200677	01.0000.0.5558.000.9238.8200.00				08-05654.00	1,552.79
			PV-200678	01.0000.0.5558.000.9238.8200.00				08-05656.00	49.99
			PV-200679	01.0000.0.5558.520.9238.8200.00				49-34050.00	71.40
			PV-200680	01.0000.0.5558.520.9238.8200.00				49-34080.00	565.46
				WARRANT TOTAL					\$6,078.39
50032888	019601	HM RECEIVABLES	PO-201038	01.0156.0.4100.910.1135.1000.34				947664135	630.83
				WARRANT TOTAL					\$630.83
50032889	019690	HOME DEPOT	PO-200165	01.8150.0.4310.920.9319.8110.26				MAINTENANCE	235.01
				WARRANT TOTAL					\$235.01
50032890	102782	HOME DEPOT	PO-200914	01.0350.0.4310.330.7031.1000.31				SUPPLIES	163.09
				01.0350.0.4310.330.7031.1000.31				SUPPLIES	246.37
				WARRANT TOTAL					\$409.46
50032891	114113	HYDRAULIC ELECTRO SERVICE CO	PO-200638	01.0000.0.5675.920.0000.7540.27				SERVICES	41.65
				01.0000.0.5675.920.0000.7540.27				SERVICES	38.35
				WARRANT TOTAL					\$80.00
50032892	110707	J.C. PAPER	PO-200400	01.0000.0.4310.910.0000.7550.27				MATERIALS	601.24
				WARRANT TOTAL					\$601.24
50032893	111384	JENNIFER L. KENNEDY	PO-201474	01.4124.0.5830.930.1135.1000.36				CONSULTANT	1,200.00
				WARRANT TOTAL					\$1,200.00
50032894	116197	KUTA SOFTWARE LLC	PO-201081	01.3010.0.4310.240.1110.1000.36				SOFTWARE	996.00
				WARRANT TOTAL					\$996.00
50032895	103589	LA CHEIM SCHOOL	PO-201127	01.6500.0.5830.930.5770.1180.38				SERVICE	4,814.00
				WARRANT TOTAL					\$4,814.00
50032896	102139	LAKE SHORE LEARNING	PO-201084	01.3181.0.4310.010.1110.1000.31				SUPPLIES	345.66
				WARRANT TOTAL					\$345.66
50032897	029398	LINCOLN CHILD CENTER	PO-201126	01.6500.0.5100.930.5770.1180.38				SERVICE	11,080.00

WARRANT NUMBER	WARRANT NAME (REMIT)	HAYWARD	UNIFIED	SCHOOL	DISTRICT	10/19/11	PAGE
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.							
COMMERCIAL WARRANT REGISTER							
FOR WARRANTS DATED 10/19/2011							
BATCH: 0154 GENERAL B154							
REFERENCE	ACCOUNT CLASSIFICATION	FD Resc Y	Objt Sch	Goal	Func Mn	Description	AMOUNT
50032898	116852 AUGUSTA MANN	01.6500.0.5830.930.5770.1180.38	SERVICE				564.00
		WARRANT TOTAL					\$11,644.00
50032899	116132 MINDFUL SCHOOLS	01.3010.0.5825.910.1110.2100.36	CONSULTANT				282.00
		WARRANT TOTAL					\$282.00
50032900	106130 MONTEREY COUNTY	01.7091.0.5220.340.4760.1000.36	WORKSHOP				495.00
		WARRANT TOTAL					\$485.00
50032901	110507 MORGAN AUTISM CENTER	01.0392.0.5220.910.1110.1000.32	SERVICE				75.00
		WARRANT TOTAL					\$75.00
50032902	116124 NASCO	01.6500.0.5100.930.5770.1180.38	SERVICE				2,511.00
		WARRANT TOTAL					9,567.00
		WARRANT TOTAL					\$12,078.00
50032903	115005 NO BULLY	01.3010.0.4310.060.1110.1000.36	SUPPLIES				73.58
		WARRANT TOTAL					\$73.58
50032904	036945 OFFICE DEPOT	01.3010.0.5220.910.1110.2100.36	TRAINING-WORKSHOP				650.00
		WARRANT TOTAL					\$650.00
CM-200010	01.7091.0.4310.093.4760.1000.36	580059453001	180555				27.59
CM-200011	01.7091.0.4310.093.4760.1000.36	580059750001	180555				33.52
PO-200034	01.0000.0.4310.030.1135.1000.00	SUPPLIES/MATERIALS					166.26
PO-200035	01.0000.0.4310.060.1135.1000.00	SUPPLIES					11.52
PO-200036	01.0000.0.4310.910.0000.7400.42	SUPPLIES					112.28
PO-200037	01.0000.0.4310.053.1135.1000.00	SUPPLIES					134.19
PO-200045	01.0000.0.4310.910.0000.2110.31	INSTR MAT.					664.56
		WARRANT TOTAL					2,000.00
PO-200047	01.0000.0.4310.910.0000.2110.31	INSTR MAT.					414.67
PO-200048	01.0000.0.4310.340.1140.1000.00	SUPPLIES					90.90
PO-200265	01.3010.0.4310.910.1110.2100.36	MATERIALS					350.39
PO-200271	01.0000.0.4310.910.0000.7395.21	MATERIALS					183.80
PO-200297	01.0000.0.4310.087.1135.1000.00	SUPPLIES					151.97
PO-200299	01.0000.0.4310.015.1135.1000.00	SUPPLIES					3.41
PO-200300	01.0000.0.4310.370.1140.1000.00	SUPPLIES					65.38
		WARRANT TOTAL					186.13
PO-200330	01.0000.0.4310.340.0000.2700.00	SUPPLIES					433.11
PO-200332	01.0000.0.4310.240.0000.2700.00	MATERIALS/SUPPLIES					169.90
PO-200335	01.0000.0.4310.015.0000.2700.00	SUPPLIES					100.96
PO-200338	01.0000.0.4310.370.0000.2700.00	MATERIALS					239.29
PO-200391	01.3060.0.4310.530.7110.1000.31	SUPPLIES					161.55
PO-200497	01.0000.0.4310.210.0000.2700.00	SUPPLIES					77.17
PO-200519	01.3181.0.4310.050.1110.1000.31	MATERIALS/SUPPLIES					85.22
PO-200581	01.5810.0.4310.930.1110.1000.36	SUPPLIES					6,219.85
		WARRANT TOTAL					1,386.16

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 10	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0154 GENERAL B154			
WARRANT VENDOR		FOR WARRANTS DATED 10/19/2011					
WARRANT NUMBER	NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT
50032905	112497 PACE	PO-200602	01.0000.0.4310.910.0000.7300.22			MATERIALS/SUPPLIES	108.17
		PO-200632	01.0000.0.4310.330.0000.2700.00			SUPPLIES	602.18
		PO-200635	01.5810.0.4310.930.1110.1000.36			SUPPLIES	1,261.41
		PO-200747	01.3180.0.4310.370.1110.1000.31			MATERIALS/SUPPLIES	63.48
		PO-200761	01.6500.0.4310.930.5001.2150.38			SUPPLIES	71.44
		PO-200763	01.7091.0.4310.530.4760.2100.36			SUPPLIES	285.94
		PO-200799	01.0000.0.4310.280.1145.1000.00			SUPPLIES/MATERIALS	349.96
		PO-200831	01.0000.0.4310.220.0000.2700.00			SUPPLIES/MATERIALS	360.70
		PO-200833	01.0000.0.4310.035.1135.1000.00			SUPPLIES	48.44
		PO-200929	01.7400.0.4310.070.1110.1000.31			SUPPLIES	8.40
		PO-200969	01.0000.0.4310.035.0000.2700.00			SUPPLIES	20.36
		PO-200974	01.0000.0.4310.010.1135.1000.00			SUPPLIES	213.28
		PO-200975	01.0000.0.4310.010.0000.2700.00			SUPPLIES	94.03
			WARRANT TOTAL				\$16,704.59
50032906	039009 PACIFIC GAS & ELECTRIC CO	PO-201227	01.6500.0.5830.930.5770.1180.38			SERVICE	7,138.00
			WARRANT TOTAL				\$7,138.00
50032907	039053 PACIFIC GAS & ELECTRIC COMPANY	PV-200645	01.0000.0.5520.000.9238.8200.00			3658034492-1 9/11	168,684.80
			WARRANT TOTAL				\$168,684.80
50032908	110801 PAPE' MACHINERY	PV-200671	01.0000.0.5520.000.9238.8200.00			7026316157-5 10/11	750.30
		PV-200672	01.0000.0.5520.430.9238.8200.00			8072728893-0 9/11	22.66
		PV-200681	01.0000.0.5520.605.9238.8200.00			4286904769-8 8/11	2,944.44
			WARRANT TOTAL				\$3,717.40
50032909	116345 DAVE PAULSON	PO-200195	01.7230.0.4310.920.0000.3600.26			MAINTENANCE	110.99
			WARRANT TOTAL				\$110.99
50032910	113510 PEARSON SCOTT FORESMAN	PO-201430	01.0000.0.5830.910.0000.7395.21			CONSULTANT	2,835.00
			WARRANT TOTAL				\$2,835.00
50032911	104906 PEDIATRIC BUILDING BLOCKS	PO-200775	01.0156.0.4100.910.1135.1000.34			enVisionMath consumable wkbs	12,320.51
			WARRANT TOTAL				\$12,320.51
50032912	113649 PERFORMANCE PEST MANAGEMENT	PO-201338	01.6500.0.5100.930.5770.1180.38			SERVICE	4,793.75
			WARRANT TOTAL				2,267.75
50032913	115930 PINE HILL SCHOOL	PO-200198	01.8150.0.5526.920.9312.8110.26			MAINTENANCE	\$7,061.50
			WARRANT TOTAL				7,450.00
50032914	116749 PROVO CANYON SCHOOL INC	PO-201335	01.6500.0.5830.930.5770.1180.38			SERVICE	\$7,450.00
			WARRANT TOTAL				4,578.00
		PO-201129	01.6500.0.5100.930.5770.1180.38			SERVICE	\$4,578.00
			WARRANT TOTAL				8,647.00
			WARRANT TOTAL				2,446.00

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2011

BATCH: 0154 GENERAL B154

10/19/11 PAGE 11

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032915	040884 PRUDENTIAL OVERALL	PO-200202	01.0000.0.5800.920.9306.8200.26 MAINTENANCE	\$11,093.00
			WARRANT TOTAL	1,457.95
50032916	107416 PURCHASE POWER	PO-200337	01.0000.0.5910.370.0000.2700.00 POSTAGE	\$1,457.95
			WARRANT TOTAL	7.98
50032917	113471 SMART AND FINAL	PO-200345	01.3181.0.4315.370.1110.1000.31 SUPPLIES	\$7.98
			01.3181.0.4315.370.1110.1000.31 SUPPLIES	1,161.09
			01.3181.0.4315.370.1110.1000.31 SUPPLIES	551.69
			WARRANT TOTAL	87.32
50032918	107144 VIC HUBBARD AUTO SUPPLY	PO-200248	01.7230.0.4310.920.0000.3600.26 MAINTENANCE	\$1,800.10
			WARRANT TOTAL	482.89
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 34	TOTAL AMOUNT OF WARRANTS:	\$482.89
				\$289,826.63*

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2011

10/19/11 PAGE 12

BATCH: 0155 GENERAL B155

WARRANT NUMBER	VENDOR NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032919	116370 DUTRA CERRO GRADEN INC.	PO-201423	01.0000.0.5800.910.0000.7395.21 CONSULTANT	7,500.00
			01.0000.0.5800.910.0000.7395.21 CONSULTANT	2,433.61
			WARRANT TOTAL	\$9,933.61
50032920	036945 OFFICE DEPOT	PO-200034	01.0000.0.4310.030.1135.1000.00 SUPPLIES/MATERIALS	110.90
		PO-200036	01.0000.0.4310.910.0000.7400.42 SUPPLIES	82.38-
			01.0000.0.4310.910.0000.7400.42 SUPPLIES	29.90-
			01.0000.0.4310.910.0000.7400.42 SUPPLIES	11.79
		PO-200039	01.0000.0.4310.240.1145.1000.00 INSTRUCTIONAL SUPPLIES	117.88
		PO-200043	01.0000.0.4310.910.0000.7150.15 SUPPLIES/MATERIALS	75.51
		PO-200044	01.0000.0.4310.330.1140.1000.00 SUPPLIES	499.23
		PO-200045	01.0000.0.4310.910.0000.2110.31 INSTR MAT.	105.97-
			01.0000.0.4310.910.0000.2110.31 INSTR MAT.	52.98-
			01.0000.0.4310.910.0000.2110.31 INSTR MAT.	180.61-
			01.0000.0.4310.910.0000.2110.31 INSTR MAT.	19.24
		PO-200046	01.0000.0.4310.033.1135.1000.00 SUPPLIES	62.59
		PO-200050	01.3010.0.4310.240.1110.1000.36 SUPPLIES/MATERIALS	721.03
		PO-200052	01.0000.0.4310.080.1135.1000.00 SUPPLIES	344.63
		PO-200053	01.0000.0.4310.023.1135.1000.00 SUPPLIES	403.68
		PO-200188	01.7230.0.4310.920.0000.3600.26 OFFICE MATERIALS	315.00
		PO-200300	01.0000.0.4310.370.1140.1000.00 SUPPLIES	279.50
		PO-200324	01.0900.0.4310.910.0000.2700.25 SUPPLIES/MATERIALS	755.01
		PO-200328	01.0000.0.4310.080.0000.2700.00 SUPPLIES	195.48
		PO-200329	01.0000.0.4310.030.0000.2700.00 SUPPLIES/MATERIALS	26.97
		PO-200330	01.0000.0.4310.340.0000.2700.00 SUPPLIES	176.13
		PO-200332	01.0000.0.4310.240.0000.2700.00 MATERIALS/SUPPLIES	157.33
		PO-200335	01.0000.0.4310.015.0000.2700.00 SUPPLIES	133.40
		PO-200338	01.0000.0.4310.370.0000.2700.00 MATERIALS	38.00
			01.4203.0.4310.910.4760.1000.34 SUPPLIES	788.22
		PO-200494	01.0000.0.4310.033.0000.2700.00 SUPPLIES	3.74
		PO-200497	01.0000.0.4310.210.0000.2700.00 SUPPLIES	391.50
		PO-200519	01.3181.0.4310.050.1110.1000.31 MATERIALS/SUPPLIES	121.78-
		PO-200581	01.5810.0.4310.930.1110.1000.36 SUPPLIES	22.35
		PO-200602	01.0000.0.4310.910.0000.7300.22 MATERIALS/SUPPLIES	3.59
		PO-200632	01.0000.0.4310.330.0000.2700.00 SUPPLIES	189.81
		PO-200761	01.6500.0.4310.930.5001.2150.38 SUPPLIES	150.40
		PO-200831	01.0000.0.4310.220.0000.2700.00 SUPPLIES/MATERIALS	326.25
		PO-200832	01.0000.0.4310.910.0000.7650.28 SUPPLIES	175.74
		PO-200854	01.0000.0.4310.095.1135.1000.00 INSTRUCTIONAL MATERIALS	402.05
		PO-200917	01.0000.0.4310.085.1135.1000.00 SUPPLIES	342.66
		PO-200975	01.0000.0.4310.010.0000.2700.00 SUPPLIES	213.03
		PO-200981	01.0000.0.4310.910.0000.2421.35 office supplies	103.85
		PO-201026	01.0480.0.4310.015.1110.1000.00 SUPPLIES	753.48
		PO-201031	01.0000.0.4310.470.3300.1000.00 SUPPLIES	1,070.87
		PO-201141	01.0000.0.4310.470.3301.1000.00 SUPPLIES	516.00
		PO-201242	01.5370.0.4310.930.1110.1000.36 SUPPLIES	973.22
			WARRANT TOTAL	\$10,296.44

EXHIBIT G.2

Page 19 of 56

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2011
BATCH: 0155 GENERAL B155
10/19/11 PAGE 13

WARRANT VENDOR NUMBER 50032921	WARRANT NUMBER NAME (REMIT) 109641 RECALL SECURE DESTRUCTION	REFERENCE NUMBER PO-200865	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0000.0.5800.910.0000.7300.22 SERVICES 01.0000.0.5800.910.0000.7700.25 SERVICES WARRANT TOTAL	AMOUNT 233.74 241.74 \$475.48
50032922	045745 ROADRUNNER MAILING	PO-200968	01.3010.0.5850.910.1110.1000.36 MAILING SERVICE WARRANT TOTAL	2,425.11 \$2,425.11
50032923	108791 SCHOLASTIC CLUB LEO EN ESPANOL	PV-200648	01.3180.0.4310.050.1110.1000.31 PO 181229 WARRANT TOTAL	1,497.00 \$1,497.00
50032924	113471 SMART AND FINAL	PO-200309 PO-200481 PV-200669	01.0350.0.4310.370.7015.1000.31 SUPPLIES 01.6010.0.4310.930.1110.1000.36 SUPPLIES 01.3010.0.4310.280.0000.2495.36 177940 8/25/11 180542 WARRANT TOTAL	72.00 143.03 119.34 \$334.37
50032925	048317 SPECTRUM CENTER INC	PO-201249	01.6500.0.5100.930.5770.1180.38 SERVICE 01.6500.0.5100.930.5770.1180.38 SERVICE WARRANT TOTAL	133,780.00 101,321.50 25,000.00 \$260,101.50
50032926	115062 STARFISH THERAPIES	PO-201232	01.6500.0.5830.930.5770.1180.38 SERVICE 01.6500.0.5830.930.5770.1180.38 SERVICE 01.6500.0.5830.930.5770.1180.38 SERVICE WARRANT TOTAL	210.00 735.00 315.00 \$1,575.00
50032927	109431 TECH DEPOT	PV-200647	01.0000.0.4310.910.0000.7150.15 B11098710V1 WARRANT TOTAL	346.96 \$346.96
50032928	116527 THE COLLEGE BOARD	PO-181308	01.3181.0.4310.370.1110.1000.31 MATERIALS WARRANT TOTAL	12,710.41 \$12,710.41
50032929	103772 XEROX CORPORATION	PO-200289	01.0000.0.4310.910.0000.7550.27 SUPPLIES WARRANT TOTAL	606.83 \$606.83
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 11	TOTAL AMOUNT OF WARRANTS:	\$300,302.71*

APYBPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2011
 BATCH: 0156 GENERAL B156
 10/19/11 PAGE 14
 WARRANT VENDOR
 NUMBER NUMBER NAME (REMIT)
 50032930 013024 FAIR PLAY
 REFERENCE ACCOUNT CLASSIFICATION
 NUMBER Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION
 PO-200881 01.8150.0.5610.920.9319.8110.26 SERVICE
 WARRANT TOTAL
 1,870.11
 \$1,870.11
 \$1,870.11*
 *** BATCH TOTALS ***
 TOTAL NUMBER OF WARRANTS: 1
 TOTAL AMOUNT OF WARRANTS:

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11		PAGE 15	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0157 GENERAL REIMB 157			
WARRANT VENDOR		REFERENCE		ACCOUNT CLASSIFICATION		AMOUNT	
WARRANT NUMBER	NAME (REMIT)	NUMBER	Fd Resc Y	Objt Sch Goal	Func Mn	DESCRIPTION	
50032931	113010 MARIA ELENA AGUILUS	TC-200153	01.0000	0.5210	930.1282	1000.38 MIL 10/10	124.73
		WARRANT TOTAL					\$124.73
50032932	112581 SHEILA ALS	TC-200148	01.6010	0.5210	930.1110	1000.36 MIL 9/22	26.64
		WARRANT TOTAL					\$26.64
50032933	116872 ELIZABETH ANTONY	TC-200171	01.3010	0.4310	240.1110	1000.36 EXP 10/11	126.19
		WARRANT TOTAL					\$126.19
50032934	109868 VIRGINIA BABASA	TC-200138	01.0000	0.5220	910.0000	3160.35 CONF 9/27	10.00
		WARRANT TOTAL					\$10.00
50032935	113296 DONNA BECNEL	TC-200144	01.0000	0.5210	910.0000	7400.42 MIL 8/11	111.29
		WARRANT TOTAL					\$111.29
50032936	115961 LISA BRUNNER	TC-200155	01.0000	0.5220	910.0000	7110.11 CONF 9/30	28.86
		TC-200158	01.0000	0.5200	910.0000	7400.42 MIL 10/4	35.88
		TC-200159	01.0000	0.5220	910.0000	7110.11 CONF 10/7	50.95
		WARRANT TOTAL					\$115.69
50032937	116875 SHEILA CONVOCAR	TC-200164	01.6500	0.5210	930.5001	3110.38 MIL 9/22	4.83
		WARRANT TOTAL					\$4.83
50032938	116152 EYDIE DALTON-SAUSED	TC-200136	01.6500	0.5210	930.5001	3110.38 EXP 9/26	22.06
		WARRANT TOTAL					\$22.06
50032939	116858 CYNTHIA ESPINOSA	PV-200682	01.9365	0.4100	330.1313	1000.00 REFUND	15.00
		WARRANT TOTAL					\$15.00
50032940	116871 GARRY GALVAN	TC-200167	01.9408	0.4310	075.1110	1000.00 MIL 9/7	100.16
		WARRANT TOTAL					\$100.16
50032941	113309 IRMA GATCHALIAN	TC-200137	01.0000	0.5220	910.0000	3160.35 CONF 9/27	142.73
		WARRANT TOTAL					\$142.73
50032942	116877 KHOU HER	TC-200166	01.6500	0.5210	930.5001	3110.38 MIL 9/16	284.05
		WARRANT TOTAL					\$284.05
50032943	116868 ANAHITA JACKMAN	TC-200168	01.7091	0.5210	530.4760	1000.36 MIL 9/22	9.09
		WARRANT TOTAL					\$9.09
50032944	116856 MICHELLE JORDAN	PV-200683	01.4124	0.8699	000.0000	0000.00 REFUND	50.00
		WARRANT TOTAL					\$50.00
50032945	111362 JONATHAN KAE	TC-200145	01.6500	0.5210	930.5001	3110.38 MIL 10/7	54.56
		WARRANT TOTAL					\$54.56

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2011

10/19/11 PAGE 16

BATCH: 0157 GENERAL REIMB 157

WARRANT VENDOR NUMBER NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032946 102684 SONITA KALIA	TC-200151	01.7091.0.5210.930.4760.1000.36 MIL 9/30 WARRANT TOTAL	24.14 \$24.14
50032947 116874 GEORGE KWONG	TC-200165	01.7091.0.4310.910.4760.1000.36 9/30 WARRANT TOTAL	112.94 \$112.94
50032948 111299 AIDA LANDAVERDE	TC-200141	01.6250.0.5210.930.0000.3110.37 MIL 9/26 WARRANT TOTAL	42.74 \$42.74
50032949 116869 MATTHEW LOGAN	PV-200687	01.9365.0.4100.330.1313.1000.00 REFUND WARRANT TOTAL	88.00 \$88.00
50032950 104541 COLLEEN LONG	TC-200152	01.6250.0.5210.930.0000.3110.37 MIL 8/31 WARRANT TOTAL	77.70 \$77.70
50032951 116876 KRISTINA LOPEZ	TC-200163	01.6500.0.5210.930.5001.3110.38 MIL 9/29 WARRANT TOTAL	118.10 \$118.10
50032952 031019 ANDREA DENISE MACE	TC-200140	01.6500.0.5210.930.5001.3110.38 MIL 9/30 WARRANT TOTAL	164.94 \$164.94
50032953 116859 DAVID MOALA	PV-200670	01.9365.0.4100.330.1313.1000.00 REFUND WARRANT TOTAL	88.00 \$88.00
50032954 114195 RICARDO JR. PADILLA	TC-200146	01.4124.0.5210.930.1140.1000.36 MIL 9/9 WARRANT TOTAL	23.59 \$23.59
50032955 116870 RAYNA PETTY	TC-200169	01.5810.0.5210.930.1110.1000.36 MIL 9/22 WARRANT TOTAL	16.10 \$16.10
50032956 116777 SYBIL ROBERTS	PV-200686	01.4124.0.8699.000.0000.0000.00 REFUND 01.4124.0.8699.000.0000.0000.00 REFUND WARRANT TOTAL	75.00 25.00 \$100.00
50032957 116621 DANTE RUIZ	TC-200149	01.4035.0.5210.910.1110.1000.36 EXP 8/31	9.99
	TC-200150	01.4035.0.5210.910.1110.1000.36 MIL 9/23 WARRANT TOTAL	26.09 \$36.08
50032958 116873 HECTOR TORRES	TC-200160	01.6010.0.5210.930.1110.1000.36 MIL 9/9 WARRANT TOTAL	63.12 \$63.12
50032959 101336 PAULETTE WEEKLEY	TC-200134	01.0000.0.5210.930.9188.3900.37 MIL 9/28 WARRANT TOTAL	44.12 \$44.12
50032960 105454 BONITA WEEKS	TC-200156	01.0000.0.5210.930.9188.3900.37 MIL 10/5 WARRANT TOTAL	341.57 \$341.57

APYBRPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2011
 BATCH: 0157 GENERAL REIMB 157
 10/19/11 PAGE 17

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032961	112703 SHIREEN MICHELLE ZAHNISER	TC-200142	01.0000.0.5220.910.0000.7400.42 MIL 10/10	34.97
		TC-200143	01.0000.0.5210.930.1282.1000.38 MIL 10/10	38.63
			WARRANT TOTAL	\$73.60
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 31	TOTAL AMOUNT OF WARRANTS:	\$2,611.76*

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
REGISTER OF SCHOOL DISTRICT VOUCHERS

DISTRICT SHEET NO. 236 COUNTY REGISTER, PAGE NO.

[illegible]

I certify to the best of my knowledge and belief the payments shown above are correct and have been approved by the governing board of the district.

6/28/72
AUTHORIZED SIGNATURE

SUB-TOTAL (\$150.00)

FORM NO. BDF-7

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
REGISTER OF SCHOOL DISTRICT VOUCHERS

DISTRICT SHEET NO. 182 COUNTY REGISTER PAGE NO.

[illegible]

AFYBPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11		PAGE		1	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/12/2011		BATCH: 0138 GENERAL B138			
WARRANT VENDOR	WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal	Func Mn	DESCRIPTION	AMOUNT
50032677	008272	DEVELOPMENTAL STUDIES CENTER	CL-101382	01.6010.0.4310.930.1110.1000.36	65505	65507	102702		18,548.94
			CL-101383	01.4124.0.4310.930.1135.1000.36	65505	65507	102702		18,548.94
				WARRANT TOTAL					\$37,097.88
50032678	108859	HARCOURT OUTLINES INC	PO-200962	01.9412.0.4310.087.0000.2150.22	SUPPLIES				270.90
				WARRANT TOTAL					\$270.90
50032679	018246	HAYWARD CHAMBER OF COMMERCE	PO-201459	01.0000.0.5220.330.0000.2700.00	SERVICE				800.00
				01.0000.0.5220.340.0000.2700.00	SERVICE				800.00
				01.0000.0.5220.910.0000.7400.42	SERVICE				800.00
				01.0000.0.5220.910.0000.7700.25	SERVICE				800.00
				WARRANT TOTAL					\$3,200.00
50032680	018216	HAYWARD WATER SYSTEMS	PV-200566	01.0000.0.5558.000.9238.8200.00	19-22650.00	9/11			29,044.65
				WARRANT TOTAL					\$29,044.65
50032681	018659	HEINEMANN EDUCATIONAL BOOKS	PO-201158	01.3181.0.4310.010.1110.1000.31	SUPPLIES				8,686.20
				WARRANT TOTAL					\$8,686.20
50032682	109514	HILLTOP COMMUNICATION	PO-200163	01.0000.0.5610.920.9327.8300.26	MAINTENANCE				116.11
				WARRANT TOTAL					\$116.11
50032683	019690	HOME DEPOT	PO-200165	01.8150.0.4310.920.9319.8110.26	MAINTENANCE				1,441.53
				WARRANT TOTAL					\$1,441.53
50032684	114163	J & R FENCE	PO-201058	01.9367.0.5610.920.0000.8110.26	SERVICE				2,123.00
				WARRANT TOTAL					\$2,123.00
50032685	026401	KELLY MOORE PAINT CO	PO-200173	01.9367.0.4310.920.0000.8110.26	MAINTENANCE				161.87
			PO-200174	01.8150.0.4310.920.9321.8110.26	MAINTENANCE				1,741.67
				WARRANT TOTAL					\$1,903.54
50032686	103589	LA CHEIM SCHOOL	PO-201127	01.6500.0.5830.930.5770.1180.38	SERVICE				1,162.00
				01.6500.0.5830.930.5770.1180.38	SERVICE				166.00
				WARRANT TOTAL					\$1,328.00
50032687	102139	LAKE SHORE LEARNING	PO-200666	01.5810.0.4310.930.1110.1000.36	SUPPLIES				93.70
			PO-200936	01.3181.0.4310.050.1110.1000.31	SUPPLIES/MATERIALS				2,059.64
				01.3181.0.4310.050.1110.1000.31	SUPPLIES/MATERIALS				672.22
				01.3181.0.4310.050.1110.1000.31	SUPPLIES/MATERIALS				546.41
				01.3181.0.4310.050.1110.1000.31	SUPPLIES/MATERIALS				445.68
				01.3181.0.4310.050.1110.1000.31	SUPPLIES/MATERIALS				1,067.56
				WARRANT TOTAL					\$4,885.21
50032688	028606	LARSEN BROS LUMBER CO INC	PO-200176	01.8150.0.4310.920.9304.8110.26	MAINTENANCE				305.67
				WARRANT TOTAL					\$305.67

APYBRPHW H.00.01		HAYWARD		UNIFIED	SCHOOL	DISTRICT	10/12/11	PAGE	2
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/12/2011		BATCH: 0138 GENERAL B138			
WARRANT VENDOR	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	Fd Resc Y	Objt Sch	Goal Func Mn	DESCRIPTION	AMOUNT		
50032689	109613 LLOYD LAWRENCE	PO-201297	01.7240	0.5800	930.5001	3600.38 TRAVEL EXPENSE	3,024.00		
		WARRANT TOTAL					\$3,024.00		
50032690	103127 LEGO DACTA-PITSCO LLC	CL-101426	01.7091	0.4310	240.4760	1000.36 333564-1 102632	951.15		
		PV-200596	01.7091	0.4310	240.4760	1000.36 333564-2 102632	75.25		
		WARRANT TOTAL					\$1,026.40		
50032691	029064 LEWIS RENTALS	PO-200180	01.8150	0.5620	920.9312	8110.26 MAINTENANCE	88.90		
		WARRANT TOTAL					\$88.90		
50032692	109301 LIGHTSPEED TECHNOLOGIES	PO-201024	01.3180	0.4400	370.1110	1000.31 SERVICE	15,372.90		
		WARRANT TOTAL					\$15,372.90		
50032693	110742 LOSEE'S SERVICES	PO-200181	01.8150	0.5610	920.9312	8110.26 MAINTENANCE	1,280.00		
		WARRANT TOTAL					\$1,280.00		
50032694	031178 MACMILLAN/MCGRAW HILL SCHOOL	PO-102987	01.7091	0.4310	910.4760	1000.34 TESOROS MATERIALS	1,180.97		
			01.7091	0.4310	910.4760	1000.34 TESOROS MATERIALS	95.76		
			01.7091	0.4310	910.4760	1000.34 TESOROS MATERIALS	1,372.50		
			01.7091	0.4310	910.4760	1000.34 TESOROS MATERIALS	363.88		
		WARRANT TOTAL					\$3,013.11		
50032695	103990 NATIONAL CONSTRUCTION RENTALS	PO-200186	01.8150	0.5620	920.9312	8110.26 MAINTENANCE	958.13		
		WARRANT TOTAL					\$958.13		
50032696	036945 OFFICE DEPOT	PO-200034	01.0000	0.4310	030.1135	1000.00 SUPPLIES/MATERIALS	252.62		
		PO-200035	01.0000	0.4310	060.1135	1000.00 SUPPLIES	137.55		
		PO-200039	01.0000	0.4310	240.1145	1000.00 INSTRUCTIONAL SUPPLIES	180.57		
		PO-200043	01.0000	0.4310	910.0000	7150.15 SUPPLIES/MATERIALS	143.99		
		PO-200045	01.0000	0.4310	910.0000	2110.31 INSTR MAT.	174.30		
		PO-200046	01.0000	0.4310	033.1135	1000.00 SUPPLIES	11.28		
		PO-200047	01.0000	0.4310	340.1140	1000.00 SUPPLIES	154.64		
		PO-200048	01.0000	0.4310	250.1145	1000.00 MATERIALS	146.12		
		PO-200052	01.0000	0.4310	080.1135	1000.00 SUPPLIES	59.73		
		PO-200053	01.0000	0.4310	023.1135	1000.00 SUPPLIES	12.87		
		PO-200265	01.3010	0.4310	910.1110	2100.36 MATERIALS	100.81		
		PO-200271	01.0000	0.4310	910.0000	7395.21 MATERIALS	11.35		
		PO-200296	01.0000	0.4310	210.1145	1000.00 INSTRUCTIONAL MATERIALS	123.63		
		PO-200299	01.0000	0.4310	015.1135	1000.00 SUPPLIES	378.45		
		PO-200300	01.0000	0.4310	370.1140	1000.00 SUPPLIES	2,530.80		
		PO-200328	01.0000	0.4310	080.0000	2700.00 SUPPLIES	7.87		
		PO-200329	01.0000	0.4310	030.0000	2700.00 SUPPLIES/MATERIALS	14.89		
		PO-200330	01.0000	0.4310	340.0000	2700.00 SUPPLIES	110.49		
		PO-200331	01.0000	0.4310	250.0000	2700.00 SUPPLIES	81.83		
		PO-200335	01.0000	0.4310	015.0000	2700.00 SUPPLIES	332.16		
		PO-200494	01.0000	0.4310	033.0000	2700.00 SUPPLIES	254.39		
		PO-200497	01.0000	0.4310	210.0000	2700.00 SUPPLIES	171.74		

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11		PAGE 3	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/12/2011		BATCH: 0138 GENERAL B138	
WARRANT VENDOR		ACCOUNT CLASSIFICATION					
NUMBER	NUMBER NAME (REMIT)	REFERENCE NUMBER	Fd Resc Y	Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT	

		PO-200581	01.4124.0.4310.930.1140.1000.36		SUPPLIES	844.88	
			01.5810.0.4310.930.1110.1000.36		SUPPLIES	1,007.06	
		PO-200605	01.0000.0.4310.930.9188.3900.37		SUPPLIES/MATERIALS	257.70	
		PO-200632	01.0000.0.4310.330.0000.2700.00		SUPPLIES	938.52	
		PO-200696	01.3181.0.4310.010.1110.1000.31		SUPPLIES	51.29	
		PO-200761	01.6500.0.4310.930.5001.2150.38		SUPPLIES	1,089.49	
		PO-200763	01.7091.0.4310.530.4760.2100.36		SUPPLIES	128.77	
		PO-200795	01.7091.0.4310.035.4760.1000.36		SUPPLIES/MATERIALS	714.96	
		PO-200799	01.0000.0.4310.280.1145.1000.00		SUPPLIES/MATERIALS	59.54	
		PO-200802	01.0000.0.4310.075.0000.2700.00		SUPPLIES/MATERIALS	129.10	
		PO-200831	01.0000.0.4310.220.0000.2700.00		SUPPLIES/MATERIALS	143.39	
		PO-200859	01.0000.0.4310.025.0000.2700.00		SUPPLIES	90.20	
		PO-200860	01.0000.0.4310.025.1135.1000.00		SUPPLIES	75.01	
		PO-200925	01.0000.0.4310.930.3100.2100.37		SUPPLIES	28.39	
		PO-200929	01.7400.0.4310.070.1110.1000.31		SUPPLIES	129.13	
		PO-200969	01.0000.0.4310.035.0000.2700.00		SUPPLIES	181.22	
		PO-200972	01.3010.0.4310.060.1110.1000.36		SUPPLIES	1,004.59	
		PO-200973	01.7091.0.4310.093.4760.1000.36		SUPPLIES	342.69	
		PO-200974	01.0000.0.4310.010.1135.1000.00		SUPPLIES	1,180.61	
		PO-200975	01.0000.0.4310.010.0000.2700.00		SUPPLIES	445.85	
		PO-201029	01.0000.0.4310.910.0000.3160.35		SUPPLIES	37.41	
		WARRANT TOTAL					\$14,271.88
50032697	039053 PACIFIC GAS & ELECTRIC COMPANY	PV-200567	01.7230.0.4332.920.0000.3600.26	8918424747-9	9/11	642.86	
		PV-200569	01.0000.0.4332.920.9307.8110.26	9210091395-0	9/11	356.99	
		WARRANT TOTAL					\$999.85
50032698	113605 EVANGELINA PANTOJA	PO-201304	01.7240.0.5800.930.5001.3600.38	TRAVEL EXPENSE		85.50	
		WARRANT TOTAL					\$85.50
50032699	104906 PEDIATRIC BUILDING BLOCKS	PO-201338	01.6500.0.5830.930.5770.1180.38	SERVICE		6,634.25	
			01.6500.0.5830.930.5770.1180.38	SERVICE		7,008.50	
			01.6500.0.5830.930.5770.1180.38	SERVICE		9,089.50	
		WARRANT TOTAL					\$22,732.25
50032700	116483 ALONZO G. PEREZ	PO-201299	01.7240.0.5800.930.5001.3600.38	TRAVEL EXPENSE		126.72	
		WARRANT TOTAL					\$126.72
50032701	115930 PINE HILL SCHOOL	PO-201335	01.6500.0.5830.930.5770.1180.38	SERVICE		3,165.00	
			01.6500.0.5830.930.5770.1180.38	SERVICE		2,616.00	
		WARRANT TOTAL					\$5,781.00
50032702	116563 PLAYWORKS EDUCATION ENERGIZED	PO-200954	01.3181.0.5830.050.1110.1000.31	CONTRACTED SERVICE		10,000.00	
		WARRANT TOTAL					\$10,000.00
50032703	040459 POSITIVE PROMOTIONS	PO-200808	01.3181.0.4310.050.1110.1000.31	SUPPLIES		245.95	
		WARRANT TOTAL					\$245.95

APYBRPHW H.00.01										HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11		PAGE 4	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.										COMMERCIAL WARRANT REGISTER					
										FOR WARRANTS DATED 10/12/2011		BATCH: 0138 GENERAL B138			
WARRANT VENDOR		REFERENCE		ACCOUNT CLASSIFICATION											
NUMBER		NUMBER		Fd Resc Y		Objt Sch		Goal Func		Mn DESCRIPTION				AMOUNT	
50032704		114711		PURPLE LANGUAGE SERVICES		PO-200503		01.7091		0.5830.910.4760.1000.36		CONTRACTED SERVICE		600.00	
										WARRANT TOTAL				\$600.00	
50032705		107144		VIC HUBBARD AUTO SUPPLY		PO-200249		01.0000		0.4310.920.9307.8110.26		MAINTENANCE		4,265.59	
										WARRANT TOTAL				\$4,265.59	
***		BATCH TOTALS ***				TOTAL NUMBER OF WARRANTS:		29		TOTAL AMOUNT OF WARRANTS:				\$174,274.87*	

WARRANT VENDOR		HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11		PAGE	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0139 GENERAL B139		5	
WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc Y	Objt Sch Goal Func Mn	DESCRIPTION	AMOUNT
50032706	101622 A-Z BUS SALES INC.	PO-200883	01.7230.0.4310.920.0000.3600.26			MAINTENANCE	513.88
			WARRANT TOTAL				\$513.88
50032707	108175 ABATIX	PO-200057	01.8150.0.4310.920.9302.8110.26			MAINTENANCE	96.95
			WARRANT TOTAL				\$96.95
50032708	000203 ACE FIRE EQUIPMENT SERVICE CO.	PO-200060	01.8150.0.5610.920.9319.8110.26			MAINTENANCE	613.93
			WARRANT TOTAL				\$613.93
50032709	109781 ADRIANA AGUIRRE	PO-201298	01.7240.0.5800.930.5001.3600.38			TRAVEL EXPENSE	249.78
			WARRANT TOTAL				\$249.78
50032710	001119 ALAMEDA COUNTY OFFICE OF ED.	PO-201409	01.0000.0.5830.910.0000.7395.21			WORKSHOP	1,446.00
			WARRANT TOTAL				\$1,446.00
50032711	114436 ALPHA ENTERPRISE	PO-200073	01.0000.0.5610.920.9314.8110.26			MAINTENANCE	140.00
			WARRANT TOTAL				\$140.00
50032712	112711 ALPHAVISTA SERVICES INC.	PO-201018	01.6500.0.5100.930.5770.1180.38			SERVICE	45,635.98
			WARRANT TOTAL				\$45,635.98
50032713	116815 AMY GRAYBEAL	PO-201362	01.3010.0.5825.910.1110.2100.36			SERVICE	2,700.00
			WARRANT TOTAL				\$2,700.00
50032714	100781 ARBORTECH TREE CARE INC.	PO-200082	01.9367.0.5610.920.0000.8110.26			MAINTENANCE	5,850.00
			WARRANT TOTAL				\$5,850.00
50032715	111787 ARROW WIRE & CABLE INC.	PO-200083	01.8150.0.4310.920.9301.8300.26			MAINTENANCE	440.52
			WARRANT TOTAL				\$440.52
50032716	113519 AT&T	PO-201283	01.0000.0.5838.910.0000.7400.42			SERVICE	215.04
			WARRANT TOTAL				215.04
			WARRANT TOTAL				\$430.08
50032717	110673 AXIOM ADVISORS & CONSULTANTS	PO-201207	01.0000.0.5825.910.0000.7650.28			SERVICE	26,711.25
			WARRANT TOTAL				\$26,711.25
50032718	001098 BAY AREA NEWS GROUP EAST BAY	PO-201167	01.0000.0.5810.930.0000.7530.27			SERVICE	36.88
			WARRANT TOTAL				\$36.88
50032719	103428 BAY AREA PLUMBING SUPPLY	PO-200087	01.8150.0.4310.920.9322.8110.26			MAINTENANCE	2,760.26
			WARRANT TOTAL				\$2,760.26
50032720	116038 SHERI BELLO	PO-201308	01.7240.0.5800.930.5001.3600.38			TRAVEL EXPENSE	380.95
			WARRANT TOTAL				\$380.95
50032721	005477 C.L. SUPPLY COMPANY	PO-200095	01.8150.0.4310.920.9319.8110.26			MAINTENANCE	658.16

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

BATCH: 0139 GENERAL B139

WARRANT VENDOR NUMBER	WARRANT NUMBER (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
WARRANT TOTAL				\$658.16
50032722	111125 CAFE DE LAGNIAPPE	PO-200902	01.4035.0.4315.810.1155.1000.36 SERVICE	21.85
		PO-201083	01.7400.0.4315.010.1110.2100.31 SERVICE	508.09
		PO-201239	01.0000.0.4315.910.0000.7400.42 SERVICE	81.14
WARRANT TOTAL				\$611.08
50032723	005605 CENTERVILLE SAW & TOOL INC.	PO-200105	01.8150.0.4310.920.9312.8110.26 MAINTENANCE	22.12
WARRANT TOTAL				\$22.12
50032724	115809 CHARLOTTE KNOX EDUCATIONAL	PO-200957	01.3181.0.5830.050.1110.1000.31 CONTRACTED SERVICE	3,250.00
WARRANT TOTAL				\$3,250.00
50032725	006009 CITY OF HAYWARD	PO-200108	01.0000.0.5830.920.9326.8300.26 MAINTENANCE	90.00
WARRANT TOTAL				\$90.00
50032726	105845 COMPLETE BUSINESS SYSTEMS	PO-200460	01.0000.0.5613.910.0000.7400.42 SERVICE CONTRACE	6.00
			01.0000.0.5613.910.0000.7495.45 SERVICE CONTRACE	6.00
WARRANT TOTAL				\$12.00
50032727	116096 SILVIA C DORTA-DUQUE DE REYES	PO-201331	01.4203.0.5825.910.4760.1000.34 CONSULTANT SERVICES	6,000.00
WARRANT TOTAL				\$6,000.00
50032728	114736 EL ACHIEVE	PO-200875	01.7091.0.4310.530.4760.1000.36 SUPPLIES	108.97
WARRANT TOTAL				\$108.97
50032729	014401 FOOTHILL LOCKSMITHS	PO-200141	01.8150.0.4310.920.9318.8110.26 MAINTENANCE	88.35
WARRANT TOTAL				\$88.35
50032730	014768 FRY'S ELECTRONICS	PO-200144	01.8150.0.4310.920.9303.8110.26 MAINTENANCE	323.88
WARRANT TOTAL				\$323.88
50032731	113052 GL SPORTS	PO-200942	01.0000.0.4310.085.1135.1000.00 SUPPLIES	501.47
WARRANT TOTAL				\$501.47
50032732	016719 GLOBAL STEEL PRODUCTS	PO-200149	01.8150.0.4310.920.9319.8110.26 MAINTENANCE	574.20
WARRANT TOTAL				\$574.20
50032733	113445 GOLF VENTURES WEST	PO-200150	01.9367.0.4310.920.0000.8110.26 MAINTENANCE	251.81
WARRANT TOTAL				\$251.81
50032734	116747 THE ELS GROUP LLC	PO-201069	01.0000.0.5800.910.0000.2700.21 SERVICE	4,800.00
WARRANT TOTAL				\$4,800.00
50032735	017262 W.W. GRAINGER INC.	PO-200151	01.8150.0.4310.920.9319.8110.26 MAINTENANCE	325.49
WARRANT TOTAL				\$325.49

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 10/12/2011

BATCH: 0139 GENERAL B139

10/12/11 PAGE 7

REFERENCE ACCOUNT CLASSIFICATION

NUMBER Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION

TOTAL NUMBER OF WARRANTS: 30

TOTAL AMOUNT OF WARRANTS: \$105,623.99*

AMOUNT

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/12/2011

10/12/11 PAGE 8

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

BATCH: 0140 GENERAL B140

WARRANT NUMBER	VENDOR NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Obj't Sch Goal Func Mn DESCRIPTION	AMOUNT
50032736	001119 ALAMEDA COUNTY OFFICE OF ED.	PV-200560	01.7091.0.5220.220.4760.1000.36 INV12-00063	1,200.00
		WARRANT TOTAL		\$1,200.00
50032737	116840 CALIFORNIA STOCK MARKET SIMULA	PV-200570	01.7091.0.5300.330.4760.1000.36 FALL 2011 HHS TOM LIPPING	120.00
		WARRANT TOTAL		\$120.00
50032738	112132 ENTERPRISE FLEET MANAGEMENT	PO-200131	01.8150.0.5620.920.9300.8100.26 MAINTENANCE	11,016.90
		WARRANT TOTAL		\$11,016.90
50032739	113446 EPIC COMPLIANCE SYSTEMS	PO-200133	01.8150.0.5610.920.9319.8110.26 MAINTENANCE	150.00
		WARRANT TOTAL		\$150.00
50032740	116787 KRISTEN N. GRAY	PO-201225	01.6500.0.5830.930.5770.1180.38 SERVICE	1,725.00
		WARRANT TOTAL		\$1,725.00
50032741	116089 GREAT AMERICA	CL-101103	01.9412.0.5804.250.0000.2150.22 2580253 PR231100	3,432.00
		WARRANT TOTAL		\$3,432.00
50032742	057292 WASTE MANAGEMENT	PV-200572	01.0000.0.5515.000.9238.8200.00 6420 9/2011	560.89
		WARRANT TOTAL		\$560.89
50032743	057272 WASTE MANAGEMENT OF ALAMEDA CO	PV-200571	01.0000.0.5515.000.9238.8200.00 4151 9/2011	604.78
		PV-200573	01.0000.0.5515.000.9238.8200.00 6422 9/2011	669.64
		PV-200574	01.0000.0.5515.000.9238.8200.00 6423 9/2011	3,233.50
		PV-200575	01.0000.0.5515.000.9238.8200.00 6424 9/2011	742.62
		PV-200576	01.0000.0.5515.000.9238.8200.00 6425 9/2011	1,157.27
		PV-200577	01.0000.0.5515.520.9238.8200.00 6426 9/2011	1,156.47
		PV-200578	01.0000.0.5515.000.9238.8200.00 6427 9/2011	1,709.71
		PV-200579	01.0000.0.5515.000.9238.8200.00 6428 9/2011	1,157.27
		PV-200580	01.0000.0.5515.000.9238.8200.00 6429 9/2011	985.37
		PV-200581	01.0000.0.5515.000.9238.8200.00 6430 9/2011	1,037.59
		PV-200582	01.0000.0.5515.040.9238.8200.00 6431 9/2011	991.24
		PV-200583	01.0000.0.5515.000.9238.8200.00 6432 9/2011	1,464.71
		PV-200584	01.0000.0.5515.000.9238.8200.00 6433 9/2011	991.24
		PV-200585	01.0000.0.5515.000.9238.8200.00 6434 09/2011	1,709.71
		PV-200586	01.0000.0.5515.000.9238.8200.00 6435 9/2011	4,024.25
		PV-200587	01.0000.0.5515.000.9238.8200.00 6436 9/2011	742.62
		PV-200588	01.0000.0.5515.000.9238.8200.00 6438 9/2011	604.78
		PV-200589	01.0000.0.5515.045.9238.8200.00 6439 9/2011	1,070.37
		PV-200590	01.0000.0.5515.000.9238.8200.00 6440 9/2011	1,157.27
		PV-200591	01.0000.0.5515.000.9238.8200.00 6441 9/2011	1,079.69
		PV-200592	01.0000.0.5515.000.9238.8200.00 6442 9/2011	1,616.75
		PV-200593	01.0000.0.5515.000.9238.8200.00 6443 9/2011	985.37
		PV-200594	01.0000.0.5515.055.9238.8200.00 6444 9/2011	1,938.24
		PV-200595	01.0000.0.5515.000.9238.8200.00 6445 9/2011	1,301.03
		PV-200597	01.0000.0.5515.000.9238.8200.00 6446 9/2011	1,709.71
		PV-200598	01.0000.0.5515.000.9238.8200.00 6447 9/2011	

APYBRPHW H.00.01

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/12/2011

10/12/11

PAGE 9

BATCH: 0140 GENERAL B140

WARRANT VENDOR
NUMBER

NUMBER NAME (REMIT)

REFERENCE ACCOUNT CLASSIFICATION
NUMBER Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION

AMOUNT

PV-200599	01.0000.0.5515.000.9238.8200.00	6449	9/2011	1,157.27
PV-200600	01.0000.0.5515.000.9238.8200.00	6450	9/2011	1,709.71
PV-200601	01.0000.0.5515.000.9238.8200.00	6451	9/2011	1,301.03
PV-200602	01.0000.0.5515.000.9238.8200.00	6454	9/2011	505.90
PV-200603	01.0000.0.5515.065.9238.8200.00	6458	9/2011	985.37
PV-200604	01.0000.0.5515.000.9238.8200.00	6460	9/2011	604.78
PV-200605	01.0000.0.5515.000.9238.8200.00	6462	9/2011	2,814.65
PV-200606	01.0000.0.5515.000.9238.8200.00	6463	9/2011	604.78
PV-200607	01.0000.0.5515.430.9238.8200.00	6577	9/2011	354.00
PV-200608	01.0000.0.5515.000.9238.8200.00	6578	9/2011	1,484.71
PV-200609	01.0000.0.5515.000.9238.8200.00	6579	9/2011	3,305.78
PV-200611	01.0000.0.5515.000.9238.8200.00	6582	9/2011	1,709.71
WARRANT TOTAL				\$51,344.26
TOTAL NUMBER OF WARRANTS: 8				\$69,549.05*

*** BATCH TOTALS ***

TOTAL AMOUNT OF WARRANTS:

WARRANT VENDOR NUMBER 50032744	WARRANT NUMBER NAME (REMITT) 111753 76 TEST ONLY	HAYWARD DISTRICT COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/12/2011 BATCH: 0141 GENERAL B141	10/12/11	PAGE 10
50032745	100163 SAVE MART SUPERMARKETS	REFERENCE NUMBER PO-200054	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.7230.0.5610.920.0000.3600.26 MAINTENANCE WARRANT TOTAL	AMOUNT 110.00 100.00 \$210.00
50032746	047533 SHIFFLER EQUIPMENT SALES INC	REFERENCE NUMBER PO-200387 PO-200389	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.3060.0.4310.530.7110.1000.31 SUPPLIES 01.4203.0.4310.910.4760.1000.34 SUPPLIES 01.4203.0.4310.910.4760.1000.34 SUPPLIES WARRANT TOTAL	AMOUNT 210.70 145.19 80.28 \$436.17
50032747	113471 SMART AND FINAL	REFERENCE NUMBER PO-200218	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.8150.0.4310.920.9319.8110.26 MAINTENANCE WARRANT TOTAL	AMOUNT 367.95 \$367.95
50032748	115116 SPARTAN TANK LINES	REFERENCE NUMBER PO-200309 PO-200587 PO-200599	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0350.0.4310.370.7015.1000.31 SUPPLIES 01.6010.0.4310.080.1135.1000.36 SUPPLIES/MATERIALS 01.4124.0.4310.340.1140.1000.36 SUPPLIES/MATERIALS WARRANT TOTAL	AMOUNT 176.51 61.94 45.75 \$284.20
50032749	115062 STARFISH THERAPIES	REFERENCE NUMBER PO-200223	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.7230.0.4333.920.0000.3600.26 MAINTENANCE WARRANT TOTAL	AMOUNT 25,074.67 \$25,074.67
50032750	049829 TEACHERS COLLEGE PRESS	REFERENCE NUMBER PO-201232	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.6500.0.5830.930.5770.1180.38 SERVICE 01.6500.0.5830.930.5770.1180.38 SERVICE 01.6500.0.5830.930.5770.1180.38 SERVICE 01.6500.0.5830.930.5770.1180.38 SERVICE WARRANT TOTAL	AMOUNT 105.00 157.50 525.00 210.00 393.75 \$1,391.25
50032751	108202 UNITED PARCEL SERVICE	REFERENCE NUMBER PO-201198	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.3010.0.4310.910.1110.2100.36 SUPPLIES 01.4203.0.4310.910.4760.1000.34 SUPPLIES WARRANT TOTAL	AMOUNT 636.60 636.60 \$1,273.20
50032752	115474 LASHAWN WASHINGTON	REFERENCE NUMBER PO-200923	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0000.0.5910.930.0000.7530.27 SERVICE FEES WARRANT TOTAL	AMOUNT 48.54 \$48.54
50032753	103772 XEROX CORPORATION	REFERENCE NUMBER PO-201303	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.7240.0.5800.930.5001.3600.38 TRAVEL EXPENSE 01.7240.0.5800.930.5001.3600.38 TRAVEL EXPENSE WARRANT TOTAL	AMOUNT 372.42 868.98 \$1,241.40
50032754	103772 XEROX CORPORATION	REFERENCE NUMBER PO-200289 PO-200395	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0000.0.4310.910.0000.7550.27 SUPPLIES 01.0000.0.4310.910.0000.7550.27 SUPPLIES 01.7091.0.5610.530.4760.1000.36 MAINTENANCE AGREEMENT WARRANT TOTAL	AMOUNT 231.85 810.41 206.97 \$1,249.23
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 10	TOTAL AMOUNT OF WARRANTS:	\$31,576.61*

AFYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/12/2011
BATCH: 0143 GENERAL B143
10/12/11 PAGE 11

WARRANT NUMBER	VENDOR NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	AMOUNT
50032754	001420 ALAMEDA COUNTY SCHOOLS	PV-200562	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION 01.0000.0.9507.000.0000.0000.00 EMP/COBRA OCT 2011 WARRANT TOTAL	120,882.87 \$120,882.87
50032755	109274 ARAG NORTH AMERICA	PV-200563	01.0000.0.9507.000.0000.0000.00 ALL EMP OCT 2011 WARRANT TOTAL	594.50 \$594.50
50032756	116837 PATRICK BUTLER	PV-200568	01.0000.0.9507.000.0000.0000.00 REIMB-COBRA OVPYMT WARRANT TOTAL	131.91 \$131.91
50032757	008239 DELTA DENTAL SERVICE	PV-200564	01.9550.0.9516.000.0000.0000.00 CERT-RETIRED STAFF OCT 2011 WARRANT TOTAL	3,819.16 \$3,819.16
50032758	108414 RECALL SECURE DESTRUCTION	PO-201121	01.6500.0.5830.930.5770.1180.38 SERVICE WARRANT TOTAL	90.50 \$90.50
50032759	116502 SCHOOL SPECIALTY INC.	PO-102936	01.3181.0.4310.050.1110.1000.31 SUPPLIES WARRANT TOTAL	453.17 \$453.17
50032760	112862 STANDARD INSURANCE COMPANY CB	PV-200565	01.0000.0.9507.000.0000.0000.00 NON-CTA EMP SEPT 2011 WARRANT TOTAL	140.25 \$140.25
50032761	103772 XEROX CORPORATION	PO-201118	01.0000.0.5818.910.0000.9100.27 SERVICE 01.0000.0.7438.910.0000.9100.27 SERVICE 01.0000.0.7439.910.0000.9100.27 SERVICE PV-200610 01.0000.0.5612.910.0000.9100.27 COPIES WARRANT TOTAL	4,065.54 376.93 4,675.15 805.07 \$9,922.69
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 8	TOTAL AMOUNT OF WARRANTS:	\$136,035.05*

WARRANT NUMBER	WARRANT NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	AMOUNT
50032762	116826 AUREA ATZIMBA	PV-200551	01.9365.0.4100.330.1313.1000.00 REFUND	71.00
			WARRANT TOTAL	\$71.00
50032763	116799 FRANK COBARRUBIAS	TC-200120	01.0000.0.5210.910.0000.7700.25 MIL 9/30	39.13
			WARRANT TOTAL	\$39.13
50032764	116820 EVA CORTES	PV-200547	01.4124.0.8699.000.0000.0000.00 REFUND	100.00
			WARRANT TOTAL	\$100.00
50032765	112769 LUIS COVARRUBIAS	TC-200117	01.4203.0.5210.910.4760.1000.34 MIL 9/30	46.73
			WARRANT TOTAL	\$46.73
50032766	115851 ZOILA DE SANTIAGO	TC-200124	01.6500.0.5210.930.5001.3110.38 MIL 9/29	118.02
			WARRANT TOTAL	\$118.02
50032767	116821 MARIE JEAN EICHMILLER	PV-200558	01.6010.0.8699.000.0000.0000.00 REFUND	488.00
			WARRANT TOTAL	\$488.00
50032768	116818 NANCY GATES	PV-200550	01.4124.0.8699.000.0000.0000.00 REFUND	50.00
			WARRANT TOTAL	\$50.00
50032769	104434 JULIE GREENFIELD	TC-200131	01.0000.0.5210.930.0000.3140.37 MIL 9/30	138.58
			WARRANT TOTAL	\$138.58
50032770	018470 H.U.S.D. REVOLVING FUND	PV-200561	01.0000.0.4310.330.0000.2700.00 PETTY CASH 1	181.55
			01.0000.0.4310.330.0000.2700.00 PETTY CASH 1	216.96
			01.0000.0.4310.330.1140.1000.00 PETTY CASH 1	20.00
			01.0000.0.4310.910.0000.7110.11 PETTY CASH 1	15.29
			01.0000.0.4310.910.0000.7300.22 PETTY CASH 1	66.73
			01.0000.0.4315.910.0000.7110.11 PETTY CASH 1	273.32
			01.0000.0.5818.910.0000.7300.22 PETTY CASH 1	7.74
			01.0000.0.5830.000.0000.2700.42 PETTY CASH 1	7,216.00
			01.4047.0.9511.000.0000.0000.00 PETTY CASH 1	1,446.00
			01.4124.0.8699.000.0000.0000.00 PETTY CASH 1	550.00
			01.6500.0.5675.930.5770.1110.38 PETTY CASH 1	1,529.15
			01.7091.0.4310.330.4760.1000.36 PETTY CASH 1	80.51
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			01.9337.0.5800.930.1110.1000.37 PETTY CASH 1	100.00
			WARRANT TOTAL	\$12,403.25
50032771	104195 ELISE JACKSON	TC-200113	01.0000.0.5210.930.9188.3900.37 MIL 10/4	148.74

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11 PAGE 13	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0144 GENERAL REIMB B144	
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION	AMOUNT		
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION			
50032772	116823	CLAUDIA LEWIS	PV-200555 01.4124.0.8699.000.0000.0000.00 REFUND		\$148.74
			WARRANT TOTAL		100.00
50032773	100860	JIA LIU	TC-200116 01.0000.0.5220.910.0000.7400.42 MIL 10/4		\$100.00
			WARRANT TOTAL		96.95
50032774	107241	LOURDES LOPEZ	TC-200127 01.7091.0.4310.910.4760.1000.36 EXP 9/28		\$96.95
			WARRANT TOTAL		10.88
50032775	111985	CLAUDIA MIRANDA	TC-200121 01.6500.0.5210.930.5001.3110.38 MIL 9/30		\$10.88
			WARRANT TOTAL		44.46
50032776	116825	SALEEM NANGYALAI	PV-200556 01.7230.0.8675.000.0000.0000.00 MOVED		\$44.46
			WARRANT TOTAL		320.00
50032777	113220	CINDI NEWBOLD	TC-200109 01.4124.0.5210.930.1140.1000.36 053 9/9		\$320.00
			WARRANT TOTAL		135.39
50032778	116819	AVILIA NORIEGA	PV-200554 01.4124.0.8699.000.0000.0000.00 REFUND		\$135.39
			WARRANT TOTAL		50.00
50032779	116289	CARLA HERMISITA PARRAS	TC-200122 01.6500.0.5210.930.5001.3110.38 MIL 9/16		\$50.00
			WARRANT TOTAL		94.63
50032780	116300	VIDA RIVERA	TC-200114 01.4124.0.5210.930.1135.1000.36 MIL 9/8		\$94.63
			WARRANT TOTAL		8.21
50032781	116824	RENATO ROQUE	PV-200557 01.9365.0.4100.250.1313.1000.00 BOOK FOUND AND RETURNED		\$8.21
			WARRANT TOTAL		60.00
50032782	110299	ISABEL SOUTO	TC-200129 01.7091.0.4310.910.4760.1000.36 EXP 9/30		\$60.00
			WARRANT TOTAL		17.24
50032783	116838	BIRGIT STANISLAVSKY	PV-200616 01.4124.0.8699.000.0000.0000.00 REFUND		\$17.24
			WARRANT TOTAL		300.00
50032784	114657	NANDINI VERMA	TC-200123 01.6500.0.5210.930.5001.3110.38 MIL 6/10		\$300.00
			TC-200125 01.6500.0.5210.930.5001.3110.38 MIL 9/30		19.99
			WARRANT TOTAL		161.56
					\$181.55
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 23	TOTAL AMOUNT OF WARRANTS:	\$15,022.76*

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/19/11	PAGE	19
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		BATCH: 0159 ADULT B159		
FOR WARRANTS DATED 10/19/2011						
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION	AMOUNT			
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION				
50032964	016039	AMERICAN COUNCIL ON EDUCATION	PO-200319 11.9353 0.4375 470.4170.1000.32 TESTING MATERIALS	20.00		
			WARRANT TOTAL	\$20.00		
50032965	111600	AT&T	PV-200642 11.0399 0.5930 470.4110.2700.32 293-8595-985 9/2011	764.05		
			PV-200643 11.0399 0.5930 470.4110.2700.32 293-8599-984 9/2011	128.35		
			WARRANT TOTAL	\$892.40		
50032966	116678	PENNY MARIE BEACHUM	PV-200652 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6343	172.00		
			WARRANT TOTAL	\$172.00		
50032967	113562	BUSINESS PRODUCTS & SUPPLIES	PO-200326 11.0399 0.4310 470.4110.2700.32 SUPPLIES	500.12		
			WARRANT TOTAL	\$500.12		
50032968	109335	CDE 0570-82218	PO-201431 11.9353 0.5220 470.4170.1000.32 CONFERENCE	100.00		
			WARRANT TOTAL	\$100.00		
50032969	010418	EBMUD	PV-200644 11.0399 0.5558 470.0000.8200.32 2431630001 7/28/11-9/27/11	17,446.08		
			WARRANT TOTAL	\$17,446.08		
50032970	106560	EDUCATION TO GO	PO-200313 11.0399 0.5818 470.4110.2700.32 ADVERTISEMENT	933.75		
			WARRANT TOTAL	\$933.75		
50032971	116030	ENT NETWORKS INC.	PO-201148 11.0399 0.5610 470.4110.2700.32 SERVICE	3,932.50		
			PO-201149 11.9010 0.4310 470.9021.2700.32 SUPPLIES	469.86		
			WARRANT TOTAL	\$4,402.36		
50032972	116725	JASMINE FLANNIGAN	PV-200662 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6331	444.00		
			WARRANT TOTAL	\$444.00		
50032973	116731	ANJIA GLOVER	PV-200657 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6382	184.00		
			WARRANT TOTAL	\$184.00		
50032974	116721	JULISSA YASILE GONZALEZ	PV-200651 11.5601 0.5830 470.0000.3110.32 STEM WORK-BASED LEARNING 6385	480.00		
			WARRANT TOTAL	\$480.00		
50032975	116722	NIESA SYMONE JOHNSON	PV-200658 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6384	160.00		
			WARRANT TOTAL	\$160.00		
50032976	116860	DAISY MARTINEZ	PV-200654 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6381	24.00		
			WARRANT TOTAL	\$24.00		
50032977	116671	FRANKI MARTINEZ	PV-200664 11.5601 0.5830 470.0000.3110.32 STEM WORK BASED LEARNING 6342	516.00		
			WARRANT TOTAL	\$516.00		
50032978	039053	PACIFIC GAS & ELECTRIC COMPANY	PV-200685 11.0399 0.5520 470.0000.8200.32 6942982829-1 10/11	12,556.02		
			WARRANT TOTAL	\$12,556.02		

APYBRPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2011
 BATCH: 0159 ADULT B159
 10/19/11 PAGE 20

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032979	116672 DARIUS HERMINIO ROBELLO	PV-200660	11.5601.0.5830.470.0000.3110.32 STEM WORK BASED LEARNING 6386	432.00
			WARRANT TOTAL	\$432.00
50032980	108919 UPS	PO-200311	11.0399.0.5910.470.4110.2700.32 MAILINGS	64.81
			11.0399.0.5910.470.4110.2700.32 MAILINGS	15.70
			11.0399.0.5910.470.4110.2700.32 MAILINGS	62.80
			WARRANT TOTAL	\$143.31
50032981	116674 LE'ONDRE WALKER	PV-200663	11.5601.0.5830.470.0000.3110.32 STEM WORK BASED LEARNING 6344	336.00
			WARRANT TOTAL	\$336.00
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 18	TOTAL AMOUNT OF WARRANTS:	\$39,742.04*

APYBRPHW H.00.01 HAYWARD UNIFIED SCHOOL DISTRICT 10/12/11 PAGE 16

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST. COMMERCIAL WARRANT REGISTER BATCH: 0147 ADULT B147

FOR WARRANTS DATED 10/12/2011

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032798	115811 FOLGER GRAPHICS	PO-201150	11.0399.0.5810.470.4110.2700.32 SERVICE	7,769.06
			WARRANT TOTAL	\$7,769.06
50032799	057272 WASTE MANAGEMENT OF ALAMEDA CO	PV-200618	11.0399.0.5515.470.0000.8200.32 6437 9/2011	1,157.27
			WARRANT TOTAL	\$1,157.27
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS:	\$8,926.33*

WARRANT VENDOR NUMBER WARRANT NUMBER WARRANT NAME (REMIT)	REFERENCE NUMBER ACCOUNT CLASSIFICATION FD Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032984 000203 ACE FIRE EQUIPMENT SERVICE CO.	PO-200287 13.5310.0.5610.520.0000.3700.23 MAINTENANCE AGREEMENTS	205.54
	WARRANT TOTAL	\$205.54
50032985 002996 BERKELEY FARMS	PO-200097 13.5310.0.4710.520.0000.3700.23 FOOD	11,283.34
	WARRANT TOTAL	\$11,283.34
50032986 101087 BUENA VISTA FOODS	PO-200027 13.5310.0.4710.520.0000.3700.23 SUPPLIES	1,324.00
	WARRANT TOTAL	\$1,324.00
50032987 110330 BUNZL LIVERMORE	PO-200001 13.5310.0.4310.520.0000.3700.23 SUPPLIES	1,240.00
	WARRANT TOTAL	\$1,240.00
50032988 112970 CA DEPARTMENT OF EDUCATION	PO-200009 13.5310.0.4710.520.0000.3700.23 MAINTENANCE AGREEMENTS	148.71
	WARRANT TOTAL	\$148.71
50032989 009194 DON LEE FARMS	PO-200029 13.5310.0.4710.520.0000.3700.23 SUPPLIES	2,718.32
	WARRANT TOTAL	9,630.20
50032990 102378 ECOLAB EQUIPMENT CARE	PO-200098 13.5310.0.5610.520.0000.3700.23 FOOD SERVICES	\$12,348.52
	WARRANT TOTAL	198.82
50032991 115195 MISSION FOOD PRODUCTS	PO-200026 13.5310.0.4710.520.0000.3700.23 FOOD	78.76
	WARRANT TOTAL	66.80
50032992 036945 OFFICE DEPOT	PO-200017 13.5310.0.4310.520.0000.3700.23 SUPPLIES	118.16
	WARRANT TOTAL	12.63
50032993 101955 RADIO SHACK	PO-200032 13.5310.0.4310.520.0000.3700.23 SUPPLIES/MATERIALS	86.86
	WARRANT TOTAL	\$43.49
50032994 116863 PAULA STONE	PV-200655 13.5310.0.8634.000.9039.0000.00 MEAL PYMT REFUND	\$43.37
	WARRANT TOTAL	7.50
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 11	\$27,129.65*

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
REGISTER OF SCHOOL DISTRICT VOUCHERS

DISTRICT
SHEET NO. 28

[illegible]

I certify to the best of my knowledge and belief, the payments shown above are correct and have been approved by the governing board of the district.

SUB-TOTAL

(\$748.37)

[Signature]
AUTHORIZED SIGNATURE

FORM NO. BDF-7

APYBRPHW H.00.01		HAYWARD UNIFIED SCHOOL DISTRICT		10/12/11		PAGE 14	
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.		COMMERCIAL WARRANT REGISTER		FOR WARRANTS DATED 10/12/2011		BATCH: 0145 CNS FUND 13 B145	
WARRANT NUMBER	VENDOR NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION	Fd Resc y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT		
50032785	113975 A & B PRODUCE	PO-200023	13.5310.0.4710.520.0000.3700.23	FOOD			
			WARRANT TOTAL				
							31,894.20
							\$31,894.20
50032786	002996 BERKELEY FARMS	PO-200097	13.5310.0.4710.520.0000.3700.23	FOOD			
			WARRANT TOTAL				
							10,473.60
							\$10,473.60
50032787	113651 BORDENAVE'S BAKERY	PO-200005	13.5310.0.4710.520.0000.3700.23	FOOD			
			WARRANT TOTAL				
							3,663.40
							\$3,663.40
50032788	101087 BUENA VISTA FOODS	PO-200027	13.5310.0.4710.520.0000.3700.23	SUPPLIES			
			WARRANT TOTAL				
							9,462.00
							\$9,462.00
50032789	110330 BUNZL LIVERMORE	PO-200001	13.5310.0.4310.520.0000.3700.23	SUPPLIES			
			WARRANT TOTAL				
							1,085.00
							\$1,085.00
50032790	102605 DUNBAR ARMORED INC.	PO-200002	13.5310.0.5830.520.0000.3700.23	EQUIPMENT			
			WARRANT TOTAL				
							2,301.04
							\$2,301.04
50032791	112563 EAST BAY REFRIGERATION	PO-200008	13.5310.0.5675.520.0000.3700.23	EQUIPMENT REPAIRS			
			13.5310.0.5675.520.0000.3700.23	EQUIPMENT REPAIRS			
			13.5310.0.5675.520.0000.3700.23	EQUIPMENT REPAIRS			
			13.5310.0.5675.520.0000.3700.23	EQUIPMENT REPAIRS			
			WARRANT TOTAL				
							1,134.57
							349.20
							270.00
							230.35
							\$1,984.12
50032792	112132 ENTERPRISE FLEET MANAGEMENT	PO-200007	13.5310.0.5620.520.0000.3700.23	FOOD SERVICES			
			WARRANT TOTAL				
							2,700.98
							\$2,700.98
50032793	018246 HAYWARD CHAMBER OF COMMERCE	PO-201459	13.5310.0.5220.520.0000.3700.23	SERVICE			
			WARRANT TOTAL				
							800.00
							\$800.00
50032794	115195 MISSION FOOD PRODUCTS	PO-200026	13.5310.0.4710.520.0000.3700.23	FOOD			
			13.5310.0.4710.520.0000.3700.23	FOOD			
			13.5310.0.4710.520.0000.3700.23	FOOD			
			WARRANT TOTAL				
							78.76
							66.80
							78.76
							\$224.32
50032795	114738 S.A. PIAZZA & ASSOC. LLC	PO-200021	13.5310.0.4710.520.0000.3700.23	SUPPLIES			
			WARRANT TOTAL				
							5,280.00
							\$5,280.00
50032796	103471 SYSCO FOOD SERVICES OF SAN	PO-200019	13.5310.0.4310.520.0000.3700.23	FOOD/INSTRUCTIONAL MATERIALS			
			13.5310.0.4710.520.0000.3700.23	FOOD/INSTRUCTIONAL MATERIALS			
			WARRANT TOTAL				
							15,948.19
							107,885.93
							\$123,834.12
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 12	TOTAL AMOUNT OF WARRANTS:				\$193,702.78*

APYBRPHW H.00.01 HAYWARD UNIFIED SCHOOL DISTRICT 10/19/11 PAGE 25

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST. COMMERCIAL WARRANT REGISTER BATCH: 0164 CHILD B164

FOR WARRANTS DATED 10/19/2011

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Pd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032998	112460 AT&T	PV-200695	12.6105-0.5930.540.0001.2700.33 786-4546-788 10/2011	63.09
			WARRANT TOTAL	\$63.09
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS:	\$63.09*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS: 189	TOTAL AMOUNT OF WARRANTS:	\$1,582,158.59*

APYBRPHW H.00.01 HAYWARD UNIFIED SCHOOL DISTRICT 10/12/11 PAGE 18

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST. COMMERCIAL WARRANT REGISTER BATCH: 0149 CHILD B 149

FOR WARRANTS DATED 10/12/2011

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032808	002996 BERKELEY FARMS	PO-200889	12.5320.0.4710.540.0000.3700.33 FOOD	601.01
WARRANT TOTAL				\$601.01
*** BATCH TOTALS ***				\$601.01*
TOTAL NUMBER OF WARRANTS: 1				TOTAL AMOUNT OF WARRANTS:

APYBRPHW H.00.01
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
WARRANT VENDOR
WARRANT NUMBER NAME (REMIT)
50032982 046815 S & S CUMMINS CORP.
50032983 112091 SOUTO BROS.

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/19/2011
BATCH: 0160 DEFERRED B160

10/19/11 PAGE 21

REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
PO-200212	14.0000.0.5610.000.9404.8110.26 MAINTENANCE	8,670.00
	WARRANT TOTAL	\$8,670.00
PO-200222	14.0000.0.5610.000.9412.8110.26 MAINTENANCE	28,766.00
	WARRANT TOTAL	\$28,766.00
***	BATCH TOTALS ***	\$37,436.00*
	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS:

APYBRPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/12/2011
 BATCH: 0146 DEFERRED B146
 10/12/11 PAGE 15

WARRANT VENDOR NUMBER 50032797	WARRANT NUMBER 105957	SCHOOL SPECIALTY	REFERENCE NUMBER PO-200215	ACCOUNT CLASSIFICATION Fd Resc y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
				14.0000.0.5610.000.9406.8110.26 MAINTENANCE	341.26
				14.0000.0.5610.000.9406.8110.26 MAINTENANCE	9,791.65
				WARRANT TOTAL	\$10,132.91
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS:	\$10,132.91*

COUNTY
REGISTER
PAGE NO.

COUNTY OF ALAMEDA, STATE OF CALIFORNIA
REGISTER OF SCHOOL DISTRICT VOUCHERS

DISTRICT
SHEET NO.

DATE 01-Nov-11

HAYWARD UNIFIED SCHOOL DISTRICT

DISTRICT	22	FUND	140	DEFERRED MAINTENANCE FUND

[illegible]

I certify to the best of my knowledge and belief, the payments shown above are correct and have been approved by the governing board of the district.

William J. Z...
AUTHORIZED SIGNATURE

(\$8,670.00)

FORM NO. BDF-7

APYBRPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2011
 BATCH: 0162 SPECIAL RESERVE B162
 10/19/11 PAGE 23

WARRANT VENDOR NUMBER	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032995	115710 EDGEWATER PLUMBING OF BENICIA	PO-200280	40.9343.0.5830.520.0000.8500.23 MAINTENANCE	400.00
			40.9343.0.5830.520.0000.8500.23 MAINTENANCE	10,614.00
			WARRANT TOTAL	\$11,014.00
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS:	\$11,014.00*

APYBRPHW H.00.01 HAYWARD UNIFIED SCHOOL DISTRICT 10/12/11 PAGE 19

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST. COMMERCIAL WARRANT REGISTER BATCH: 0150 SPECIAL RESERVE B150

FOR WARRANTS DATED 10/12/2011

WARRANT VENDOR NUMBER NUMBER NAME (REMIT)	REFERENCE NUMBER Fd Resc Y Objt Sch Goal Func Mn	ACCOUNT CLASSIFICATION DESCRIPTION	AMOUNT
50032809 115959 LEGACY ROOFING AND	PO-201492 40.9343 0.6200 520.0000 8500.23	MAINTENANCE	8,300.00
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS:	\$8,300.00
*** DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS: 133	TOTAL AMOUNT OF WARRANTS:	\$7,129,108.87*

WARRANT TOTAL \$8,300.00

APYBRPHW H.00.01	HAYWARD	UNIFIED SCHOOL DISTRICT	10/19/11	PAGE 18
DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.	COMMERCIAL WARRANT REGISTER			
	FOR WARRANTS DATED 10/19/2011	BATCH: 0158 BOND B158		
WARRANT VENDOR	REFERENCE	ACCOUNT CLASSIFICATION		
NUMBER	NUMBER	Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION		AMOUNT
50032962 111598 SIM ARCHITECHTS INC	PO-200509	22.9908.0.6210.095.9201.8500.00 CONSTRUCTION		21,671.76
		WARRANT TOTAL		\$21,671.76
50032963 109619 UNITED INSPECTION	PO-200510	22.9908.0.6290.095.9201.8500.00 SERVICES		12,622.50
		WARRANT TOTAL		\$12,622.50
*** BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS:		\$34,294.26*

WARRANT VENDOR NUMBER 50032800	WARRANT NUMBER NAME (REMIT)	REFERENCE NUMBER	ACCOUNT CLASSIFICATION Fd Resc Y Objt Sch Goal Func Mn DESCRIPTION	AMOUNT
50032800	111599 AEDIS ARCHITECTURE & PLANNING	PO-200625	22.9908.0.6210.080.9201.8500.00 SERVICE	44,778.90
			WARRANT TOTAL	\$44,778.90
50032801	116041 EDX INFORMATION SYSTEMS INC.	PO-181158	22.9908.0.6400.240.9201.8500.00 EQUIPMENT	142.68
			WARRANT TOTAL	\$142.68
50032802	113922 HIBSER YAMAUCHI	PO-200536	22.9908.0.6210.240.9201.8500.00 CONTRACT SERVICES	49,381.14
			WARRANT TOTAL	\$49,381.14
50032803	115465 NOR CAL INSPECTION	PO-200626	22.9908.0.6290.020.9201.8500.00 SERVICE	21,323.68
			22.9908.0.6290.030.9201.8500.00 SERVICE	20,559.36
			22.9908.0.6290.080.9201.8500.00 SERVICE	18,092.84
			22.9908.0.6290.240.9201.8500.00 SERVICE	16,341.72
			WARRANT TOTAL	\$76,317.60
50032804	116337 PRECISION SYSTEMS INTEGRATORS	PO-200950	22.9908.0.6271.240.9201.8500.00 SERVICES	65.00
			WARRANT TOTAL	\$65.00
50032805	108011 STORAGE EXPRESS	PO-200507	22.9908.0.6271.240.9201.8500.00 RENTAL	114.19
			WARRANT TOTAL	\$114.19
50032806	110326 VANIR CONSTRUCTION MANAGEMENT	PO-200357	22.9908.0.6270.020.9201.8500.00 MAINTENANCE	1,370,152.00
			22.9908.0.6270.020.9201.8500.00 MAINTENANCE	2,634.20
			22.9908.0.6270.030.9201.8500.00 MAINTENANCE	1,143,697.00
			22.9908.0.6270.030.9201.8500.00 MAINTENANCE	2,634.20
			22.9908.0.6270.080.9201.8500.00 MAINTENANCE	1,303,003.00
			22.9908.0.6270.080.9201.8500.00 MAINTENANCE	2,634.20
			22.9908.0.6270.095.9201.8500.00 MAINTENANCE	600,811.00
			22.9908.0.6270.095.9201.8500.00 MAINTENANCE	2,634.20
			22.9908.0.6270.240.9201.8500.00 MAINTENANCE	1,378,788.00
			22.9908.0.6270.240.9201.8500.00 MAINTENANCE	2,634.20
			WARRANT TOTAL	\$5,809,622.00
50032807	115922 VANIR CONSTRUCTION MANAGEMENT	PO-200358	22.9908.0.6270.020.9201.8500.00 CONSTRUCTION	132,810.00
			22.9908.0.6270.030.9201.8500.00 CONSTRUCTION	102,775.00
			22.9908.0.6270.080.9201.8500.00 CONSTRUCTION	111,938.00
			22.9908.0.6270.095.9201.8500.00 CONSTRUCTION	47,419.00
			WARRANT TOTAL	\$394,942.00
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 8	TOTAL AMOUNT OF WARRANTS:	\$6,375,363.51*

APYBRPHW H.00.01

HAYWARD UNIFIED SCHOOL DISTRICT
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/12/2011

10/12/11 PAGE 17

DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.

BATCH: 0148 BOND B148

APYBRPHW H.00.01
 DISTRICT: 22 HAYWARD UNIFIED SCHOOL DIST.
 HAYWARD UNIFIED SCHOOL DISTRICT
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2011
 BATCH: 0163 SCHOOL FACILITIES B163
 10/19/11 PAGE 24

WARRANT VENDOR NUMBER 50032996	WARRANT NUMBER NAME (REMIT) 115959 LEGACY ROOFING AND	REFERENCE NUMBER PO-201492	ACCOUNT CLASSIFICATION Pd Resc y Objt Sch Goal Func Mn DESCRIPTION 35.7710.0.6200.000.0000.8500.26 MAINTENANCE	AMOUNT 4,810.00 \$4,810.00
50032997	110597 SIGN A RAMA	PO-200725	35.7713.0.6200.920.9022.8500.26 BUILDING & IMPROVEMENT	355.06 \$355.06
WARRANT TOTAL				\$5,165.06*
TOTAL NUMBER OF WARRANTS: 2				TOTAL AMOUNT OF WARRANTS:

*** BATCH TOTALS ***
 *** TOTAL AMOUNT OF WARRANTS: \$5,165.06*

Agenda Item:	G.3.				
Page Number:	1 of 3				
Bd. Meeting Date:	11/16/11				
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 Sánchez, Associate Superintendent, Educational Services

SUBJECT: Site Based Decision Making Waiver Protocol

BOARD GOAL: #2 – Raising API (825) scores for all schools and all subgroups by 2014 and meet annual growth targets.

ACTION PLAN ITEM: None

History/Background

On October 26, 2011, the Board approved the proposed SBDM waiver form and process. The form submitted for the Board to consider was an earlier version of the form approved by the SBDM Central Team for submittal to the Board. We are now submitting the correct and final version of the form for the Board's ratification.

Recommendation

It is recommended that the Board of Education approve the attached waiver request form.

HUSD BOARD OF EDUCATION
SPECIFIC WAIVER REQUEST

SW-1 (3-08-11)

First Time Waiver: _____

Renewal Waiver: _____

Send Original plus one copy to:
 HUSD Board of Education
 24411 Amador Street
 Hayward, CA

Send Electronic copy in **Word** and
 back-up material to:
 Superintendent's Office

School Site:		Contact name and Title:		Contact person's e-mail address:
Address: _____ (City) _____ (State) _____ (ZIP)		Phone (and extension, if necessary): _____		
		Fax number: _____		
Period of request: (month/day/year) <i>Note: Not for more than one year.</i>		Local SBDM Site approval date: (Required)		
From: _____ To: _____				
<p>1. Authority for the waiver: HEA Article 28.F</p> <p><i>"The District and the Association recognize that the site based decision making may be an innovative process and that proposals may be considered that are in conflict with collective bargaining Agreements, Board Policy, regulation or law. Upon request of the SBDM Team and approval of the District level SBDM Council, the District and the Association may pursue the waiver. Until such waiver is granted by the proper body, no action should be taken by the site."</i></p>				
<p>2. Board Policy or Administrative Regulation or portion to be waived. (Note: BP/AR 0420a, 1240, 1312.3a, 5113a, 5144a, 6020, 6120x, 6159a, and 6174 were revised as a result of DAIT requirements. State how your proposal would be consistent with the DAIT requirements and adhere to the overall DAIT plan.)</p> <p>Section to be waived: (number) _____ Circle One: <i>BP</i> or <i>AR</i></p> <p>Brief Description of the topic of the waiver: _____</p>				
<p>3. If this is a renewal of a previously approved waiver, please list Waiver No: _____ and date of HUSD Board of Education approval _____</p>				
<p>4. Board Policy or Administrative Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a strike out key if only portions of sections are to be waived). (Attach additional pages if necessary.)</p>				
<p>5. Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. (Attach additional pages if necessary.)</p>				

SPECIFIC WAIVER REQUEST
SW-1 (3-08-11)

6. Collective bargaining unit information (This portion is to be completed by Superintendent/Designee)				
Unit	Date Consulted	Name of Person Consulted	Position of Unit? Neutral, Support, Oppose	Signature
<input type="checkbox"/> AEOTE				
<input type="checkbox"/> HEA				
<input type="checkbox"/> SEIU				
If not supported explain why not in the space below:				
7. If the waiver affects a program under School Site Council or ELAC funding, that council must be consulted regarding the request for a waiver.				
Unit	Date Consulted	Name of Person Consulted	Position of Unit? Neutral, Support, Oppose	Signature
<input type="checkbox"/> SSC				
<input type="checkbox"/> ELAC				
<input type="checkbox"/> Other				
If not supported explain why not in the space below:				
8. Demographic Information: (School/program)_____ has a student population of _____				
Is this waiver associated with an apportionment related audit penalty? (per EC 41344) <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please attach explanation or copy of audit finding)				
Has there been a Categorical Program Monitoring (CPM) finding on this issue? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please attach explanation or copy of CPM finding)				
School Certification – I hereby certify that the information provided on this application is correct and complete.				
Signature of Principal or Designee		Title:		Date:
Signature of Director of Special Education (only if a Special Education Waiver)				Date:
FOR BOARD OF EDUCATION USE ONLY				
<input type="checkbox"/> The Board of Education has voted to accept this waiver <input type="checkbox"/> Decline this waiver For the following reason:				
Board President (type or print):		Board President Signature:		Date:
Superintendent (type or print):		Superintendent Signature:		Date:

Agenda Item:	G.4.
Page Number:	1 of 7
Bd. Meeting Date:	11/16/11
Consent:	<u> x </u> <u> </u> Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Educational Services

SUBMITTED BY: Francisca Sánchez, Associate Superintendent, Educational Services

SUBJECT: Approval of Memorandum of Understanding with Thornhill for Services at Hayward Adult School

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

ACTION PLAN ITEM: #1.2 – Create 21st century learning environments of high intellectual performance across the curriculum and in all areas needed for 21st century success.

Purpose of Presentation

We are requesting approval of this Memorandum of Understanding and are providing additional background information requested by the Board.

History/Background

The Board has requested responses to several questions in order to adequately consider the request for approval of this Memorandum of Understanding.

1. *What is the income that would be generated for HUSD if Thornhill simply did a facility use agreement?* HUSD charges \$2.00 per hour for classroom and \$2.50 per hour for supplies during normal school hours. The class times for this program would be approximately 8 hours a week for 35 weeks. At the district facility use total rate of \$4.50/hour, approximately \$1,260 would be generated in facility use income. The room would be used in the evening and on Saturdays, so that it would not interfere with regular adult school use. If the class started in February or March, then it would run into October or November of 2012.
2. *What is the potential income that would be generated for HUSD if students complete the course.* We would not start the class with fewer than 10 students. Based on the information from Thornhill regarding their past experience in offering this class, we would expect no fewer than eight students to complete for every ten students enrolled. The proposed MOU specifies that HUSD would receive \$750 per student completing the course. That would generate \$6,000. Even in the unlikely event that only two students out of ten complete the course, HUSD will still generate more income through the MOU process than through a simple facility use agreement.

As a point of comparison, Thornhill's program with Los Angeles Valley College for the term beginning October 12 has 50 students enrolled. Thornhill's experience is that those students motivated enough to enroll are also motivated to finish.

3. *What is the cost to students?* According to the Thornhill website, tuition is \$4,500, and there is materials fee of \$299.84.
4. *What is the earning potential for students who complete the course and are certified to hold the position for which they are trained?* The Thornhill website provides detailed information about this topic. The range seems to be from \$40,000 annually to \$66,000. Attached is the actual information provided by the Thornhill website.
5. *What is the certification of the students when they graduate?* The Certificate will be that which meets the requirements to work as a Paralegal. The Thornhill program is ABA approved. No other test or requirements are required. Thornhill claims that its program surpasses the requirements of the California Business and Professions Code.
6. *What is the cost to students who take a similar course through other providers?*

Paralegal Programs

Training Institution	Cost	Description	Accreditations
Heald College	\$26,000 (estimate)	In this program, students learn the essential knowledge and skills to enter the legal field as a paralegal. Major topics covered include legal research and writing, civil litigation, criminal law, criminal procedure, contracts, torts, law office management, business organizations, and ethics as it applies to the paralegal profession. This program prepares students for entry level paralegal positions in a variety of functions including law firms, legal departments of corporations, and other non-profit, state, and federal agencies. Students who have earned this Associate in Applied Science degree are also eligible to earn an Associate of Arts degree. Students intending to pursue a baccalaureate degree program can take additional general education coursework in order to meet transfer requirements.	NOT ABA approved
CSU East Bay	\$6,590, plus \$45 application fee	11 courses (including required internship)	American Bar Association (ABA) Approved Approved California State Bar Provider of MCLE courses,
San Francisco State University	\$8,200 plus a \$50 non-refundable application fee. Most courses are \$275 per unit	SF State Extended Learning offers a 30-academic-unit certificate program in paralegal studies, providing instruction in practical legal skills and substantive law. Courses are conducted at the upper-division level and are taught by attorneys and paralegals, all of whom have practical experience in the field.	Approved by the ABA

7. *What is the certification of the instructors from Thornhill?* All teachers are licensed attorneys. The instructors are from ABA approved law schools.
8. *How long is this course?* Usually, this is a 10-month course. A new hybrid-online component will be piloted for HUSD which may potentially shorten the time commitment.

Recommendation

We recommend approval of the proposed MOU with Thornhill. The Thornhill Paralegal course brings a program to the Hayward community which provides a living wage at completion and which the adult school cannot afford to offer without this partnership. For bilingual speakers, there is a great need within the profession. The in-kind partnership proposed by this MOU puts the cost of the experts, the materials, curriculum development, registration and fee collection on the partner while the adult school provides the facility, and helps with marketing and administrative oversight during low traffic times, so as not to conflict with standard program scheduling and to offset additional personnel costs.

JOB PROJECTION AND SALARY INFORMATION
AVAILABLE ON THE THORNHILL WEBSITE

“Our Paralegal Studies Program is the most comprehensive of its kind anywhere! PLUS it’s affordable to help you start on your new career!. Our professional standards are unmatched and exceed all others. We strive for the highest quality program, instructors and student accomplishment. Link yourself into a program that provides a direct path to a great career. Paralegal Job Outlook According to statistics put out by the United States Department of Labor, employment for those in the paralegal profession is projected to grow at a much faster rate than average for all occupations through the year 2014. *According to the U.S. Bureau of Labor Statistics, Paralegal jobs are projected to "grow much faster" than the average for all occupations through 2016, with a growth rate of 22% or more a year!* CNN's *Money.com* reporting current research by *Money* magazine and *Salary.com* says that 90% of United States paralegals currently earn a base salary of \$39,200 increasing to \$40,100 with bonuses. This same research reports the top 10% of U.S. paralegals earn a base salary of \$64,900, increasing to \$67,400 with bonuses. This study further indicates the 10-year job growth potential of the paralegal profession to be approximately 30%; with growth in the number of jobs being 66,633 over the period increasing total job openings of 84,617.

Here are some mean annual salaries for Paralegal job careers in top Major Metropolitan areas that were reported by the Department of Labor and each year salaries are expected to rise.

Stockton, California - \$66,000

San Francisco - \$62,500

San Jose, California - \$61,900

Los Angeles - California \$60,000

New York - New York - \$60,000

Washington D.C. - \$59,500

Figures are approx. average from 2008 census If you're Looking for a High Paying Job that Does Not Require A College Degree You have come to the Right Place! Take a look at these Statistics!

Occupational Employment Projections (through 2012)

2002 - 2012 Change

+26.2% Human Services Programs

Legal/Paralegal 1,168,000 1,357,000 -

+16.2% Legal/Paralegal Programs

+Source: U.S. Bureau of Labor Statistics”

MEMORANDUM OF UNDERSTANDING

Hayward Unified School District
Hayward Adult School
22100 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 —

November 16, 2011

The agreement made and entered into this November 16, 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 November 16, 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 to access for 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/ONLYWHERE 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, mental 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 November 16, 2011 and ending on or about June 23, 2012 with the following exception; 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 two weeks.
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

Principal, Hayward Adult School
Federal Tax ID# 94-1693499

Date

PARTNER: Thomhill Publishing, LLC
Federal Tax ID# 27-472-0052

Jonathan Arnold, Esq., Managing Member

Date

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

District Contact:
Ana Weston Solomon
Hayward Unified School Dist.
Hayward Adult School
22100 Princeton Street
Hayward, CA 94541
Phone: (510) 293-8695
Fax: (510) 727-1139

Agenda Item No.: G.5
Page: 1 of 4
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stan Dobbs, Assistant Superintendent

SUBJECT: DECLARATION OF ITEMS FOR SURPLUS OR DISPOSAL

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

PURPOSE OF PRESENTATION:

To remove surplus and obsolete equipment from the District asset list.

HISTORY/BACKGROUND:

A list of materials and equipment that have become obsolete is presented to the Board of Trustees. After approval by the Board these items can be removed from the District asset list. Some items have a residual value and are sold to the public, some are recycled and some are disposed of. This action is authorized by California Education Codes 17545-17555.

IMPLEMENTATION:

Attached is a list of items owned by the District which have been determined to be surplus. The items are either obsolete or not economically repairable. Once declared as surplus, the items will either be disposed of or sold via an auction, pursuant to the aforementioned California Education Code, at the discretion of the Director of Maintenance, Operations and Transportation. The District will also exert certain efforts to make the surplus items available to the local community by posting public notifications in English and Spanish.

RECOMMENDATION:

Declare items as surplus to the District.

Fund: _____
Program: _____
Amount: _____
Budgeted: _____ Yes _____ No
Restricted: _____ Yes _____ No

HUDS Equipment Disposal List

Date: _____

SCHOOL LOCATION: King Middle School				Work Order #		
DESCRIPTION: i.e. monitor, printer, etc.	MFGR	MODEL	LOCATION	SERIAL #	HUDS #	
1 Computer	Apple	iMac	RM 31	XA0057MVT	003065 & 90445	
2 Computer	Apple	iMac	RM 31	YM0279J2JAU	003068 & 90786	
3 Computer	Apple	iMac	RM 31	RN206OKWMBW	008821	
4 Computer	Apple	eMac	RM 31	G83211HSNLT	011266	
5 Computer	Apple	eMac	RM 31	G83212NRNLT	011275	
6 Computer	Apple	eMac	RM 31	G83212NPNLT	011272	
7 Computer	Apple	eMac	RM 31	G83212MSNLT	011273	
8 Computer	Apple	eMac	RM 31	YM3452ENPP9	011409	
9 Computer	Apple	eMac	RM 31	G83210VNLT	011265	
10 Computer	Apple	eMac	RM 31	G83214PNLT	011263	
11 Computer	Apple	eMac	RM 31	G83212MXNLT	011268	
12 Computer	Apple	eMac	RM 31	YM5202C1SCF	n/a	
13 Computer	Apple	Performa 6214CD	RM 31	XB5379KH6QQ	n/a	
14 Printer	HP	LaserJet 5850	RM 31	MY39B1N2K1	n/a	
15 Movie Reel Projector	Bell Howell	n/a	RM 31	6150D89	66943	
16 VCR	Zenith	n/a	RM 31	N30021671	n/a	
17 Overhead Projector	3M	1700	RM 31	70135741	n/a	
18 Projector bulb	Infocus	n/a	RM 31	n/a	n/a	
19 (4) Laptop batteries	Dell	Latitude D620	RM 31	n/a	n/a	
20 Laptop harddrive	Dell	Latitude D620	RM 31	n/a	n/a	
Name:						
Date:						

Date: _____

HUSD Equipment Disposal List

SCHOOL LOCATION: King Middle School				Work Order #		
	DESCRIPTION: i.e. monitor, printer, etc.	MFGR	MODEL	LOCATION	SERIAL #	HUSD #
21	Portable Bar Code Scanner	Worth	TriCoder	RM 31		001961
22	Overhead Projector	3M	1700	RM 31	70135775	n/a
23	Computer	Apple	eMac	RM 31	G8321452NLT	011261
24	Computer	Apple	eMac	RM 31	YM5202BYSCF	012345
25	Computer	Apple	eMac	RM 31	YM5202BZSCF	012341
26	Computer	Apple	iMac	RM 31	G832170CXMb6	008834
27	Computer	Apple	iMac	RM 31	G82170L7MB6	008832
28	Computer	Apple	iMac	RM 31	YM0270KBJAU	90787
29	Computer	Apple	eMac	RM 31	G83212NKNT	011276
30	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-084	n/a
31	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-089	n/a
32	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-089	n/a
33	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-084	n/a
34	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-087	n/a
35	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-089	n/a
36	AlphaSmart	AlphaSmart	2000	RM 31	ALF2000-0498-082	n/a
37	Overhead Projector	3M	1810	RM 31	18198580	n/a
38	Overhead Projector	3M	1800	RM 31	80002623	
39	Overhead Projector	3M	9100	RM 31	1211114	n/a
40	DVD Player	RCA	VR519	RM 31	740211219	n/a
		Name:				
		Date:				

HUDS Equipment Disposal List

Date: _____

SCHOOL LOCATION: King Middle School					Work Order #	
	DESCRIPTION: i.e. monitor, printer, etc.	MFGR	MODEL	LOCATION	SERIAL #	HUDS #
41	VCR	Zenith	VRL4110	RM 31	N3N04267	n/a
42	Overhead Projector	3M	1720	RM 31	1160568	n/a
43	Computer	Apple		RM 31	G8321462NLT	011258
44	Computer	Apple		RM 31	G8321461NLT	011262
45	Computer	Apple		RM 31	G832145QNL T	011256
46	Computer	Apple		RM 31	G824344SN4F	008942
47	Computer	Apple		RM 31	G82170Q2MB6	008926
48	Computer	Apple		RM 31	G8243461N4F	008945
49	Computer	Apple		RM 31	YM3452JCPP9	011390
50	Computer	Apple		RM 31	G83212N3NLT	011267
51	Overhead Projector	3M	1810	RM 31	18198899	n/a
52	Overhead Projector	3M	1608	RM 31	198572	n/a
53	Overhead Projector	3M	1700	RM 31	70135753	n/a
54	Computer	Tangent		RM 31	T1B00934	013214
55	Overhead Projector	3M	1700	RM 31	7035765	n/a
56	Overhead Projector	Buhl	120 Series	RM 31	7122170	n/a
57	iPad	Apple				
58						
59						
60						
					Name:	
					Date:	

Agenda Item No: G.6
Page: 1 of 2
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: RESOLUTION 1112-11, AUTHORIZED BANK SIGNORS FOR HAYWARD UNIFIED SCHOOL DISTRICT

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

PURPOSE OF PRESENTATION:

The District needs to pass a resolution as to the new authorized signors for all business accounts.

HISTORY/BACKGROUND:

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.

IMPLEMENTATION:

Whereas, the District has recent had changed in some department administrators, the District needs to pass a resolution as to the new authorized signors for banking purposes.

RECOMMENDATION:

Approve bank signors and adopt Resolution 1112-11 authorizing bank signors for Hayward Unified School District.

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

Hayward Unified School District



AUTHORIZED BANK SIGNORS FOR HAYWARD UNIFIED SCHOOL DISTRICT

Resolution No. 1112-11

WHEREAS, the District has funds in different banks and for different accounts and programs;

WHEREAS, the following District previous signors to all bank accounts will be deleted:

Janis Duran, Superintendent

WHEREAS, in any event that any name of any previous official not included below should be deleted in all bank signature cards;

WHEREAS, the District is replacing the previous signors to all bank accounts to the new incumbents as follows:

Dr. Donald Evans, Superintendent

WHEREAS, the authorized signors to all bank accounts will remain as follows:

Ms. Luci Rogers, Director of Business Support

Ms. Gail Richardson, Manager of Insurance and Emergency Preparedness

Ms. Francisca Sánchez, Associate Superintendent of Educational Services

Mr. Stanley Dobbs, Assistant Superintendent of Business Services

THEREFORE, BE IT RESOLVED that the above named representatives will act on behalf of the District for banking purposes.

AND BE IT FURTHER RESOLVED that this authorization be done each time a change in District authorized representative.

ADOPTED by the following called vote this 16th day of November 2011:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Agenda Item No: G.7
Page: 1 of 2
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: RESOLUTION 1112-12, AUTHORIZED SIGNORS FOR PAYROLL WARRANTS AND DISBURSEMENTS FOR HAYWARD UNIFIED SCHOOL DISTRICT

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

PURPOSE OF PRESENTATION:

The District needs to pass a resolution as to the new authorized signors for payroll warrant and disbursement purposes.

HISTORY/BACKGROUND:

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.

IMPLEMENTATION:

Whereas, the Hayward Unified School District has recently had changes in some department administrators, the District needs to pass a resolution as to the new authorized signors for payroll warrant and disbursement purposes.

RECOMMENDATION:

Adopt Resolution 1112-12 authorizing payroll warrant and disbursement signors for Hayward Unified School District.

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

Hayward Unified School District



AUTHORIZING SIGNATURES PAYROLL WARRANTS AND DISBURSEMENTS

Resolution No. 1112-12

WHEREAS, Education Code Section 42641 and 42650 provides that the Governing Board may issue payroll orders to be drawn for the payment of salaries and wages of employees; and

WHEREAS, Education Code Section 42631 provides that the Governing Board may make payments from District funds; and

WHEREAS, Education Code Section 42632 and 42633 require the Governing Board to file with the County Superintendent of Schools verified signatures of all persons authorized to sign orders in its name.

NOW, THEREFORE, BE IT RESOLVED that the Hayward Unified School District Board of Education authorizes and empowers any of the following to sign any and all orders in the name of the District drawn on the fund of the District:

Dr. Donald Evans, Superintendent
Mr. Stanley Dobbs, Assistant Superintendent
Ms. Luci Rogers, Director of Business Support
Ms. Gail Richardson, Manager of Insurance and Emergency Preparedness

PASSED AND ADOPTED by the following called vote this 16th day of November 2011:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

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

Agenda Item No.: G.8
Page: 1 of 3
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: KASEYA SOFTWARE PURCHASE

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

PURPOSE OF PRESENTATION:

Approve the Kaseya software purchase.

HISTORY/BACKGROUND:

This contract supports the District's Educational Information Technology department with a new help desk work order system. The current system has many flaws, is very inefficient and was primarily designed for facilities use. The Kaseya software includes many features that cut IT tasks down by multiple factors.

The Kaseya software includes many different functionalities of software that the district had been looking at, separately, all in one package. Kaseya includes both a software and patch deployment module.

Currently the district has no way to install software remotely on its 3000 computers. Deployment takes time by going from site to site, manually installing software. Kaseya includes an imaging tool to image (copy) new computers quickly from a master computer image. The District had been prepared to pay around \$20,000 for a competitor's product just to do this.

Kaseya also includes a security feature to track stolen equipment if necessary.

IMPLEMENTATION

This contract covers 3 years of software licensing, support, installation and training. After that, the approximate cost is \$9,000 per year.

RECOMMENDATION

Approve the Kaseya software purchase contract.

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: HUSDDate: 11/16/2011Individual Requesting Consultant or Service: Chris GutridgeTitle: Network MgrBrief Description of Need: *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

Enterprise software system to support all computers and devices on the network for various technology needs including help desk ticketing software, remote desktop management, software deployment, patch deployment, remote monitoring, computer imaging, and device monitoring.

Student/Staff/Site Counsel Mtg Conducted: ☐ YES ☐ NO ☐ N/AProposals Solicited: ☐ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

We currently have an inadequate work order system, and to buy that with all the other items separately would cost more money and be more difficult to maintain as well as take more time to maintain. This system combines many into one, and not only saves the district money but also time and enables the department to gain some efficiency.

Indicate Funding Code: General FundEstimated cost \$ \$47,217**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1		
2		
3		

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



Kaseya On-Premise Perpetual Pricing
Quotation for:
Hayward Unified School District

<i>Kaseya Education Bundle On-Premise (Perpetual, you own it)</i>	Seats	Price Per Seat	Total
Kaseya System Manager	3,000	\$15.00	\$ 45,000.00

Modules Included:

Agent Procedures
 Audit & Discovery
 Education IT Service Delivery Kit
 (Education focused Scripts and Templates)
 LiveConnect/Remote Control
 Monitoring/Alerting/Automation
 Patch Deployment & Management
 Directory Services* (Active Directory Integration)
 Reporting
 Remote Desktop Management
 Software & Application Deployment
 Service Desk
 Time Tracking
 Desktop Policy Management/Power Management
 Desktop Migration
 Imaging*
 Post Implementation Checkup (After 30 Days)

Software Total

\$45,000.00

Training and Installation is Included on all modules

Included

3 Year Software Perpetual and Services Total

\$47,217

Covenants & Conditions

Flexible Terms: Net 30.

Maintenance is included

Upgrades, Hotfixes, Patches and Technical Support (7*24) are all included with maintenance

Professional Services Due Upon Receipt

Terms of Use:

Please refer to "End Users License Agreement"

<http://www.kaseya.com/download/en-US/Files/EULA.pdf>

Proposal Date: 9/29/11

Expiration Date: 10/29/11

Agenda Item No.: G.9
Page: 1 of 6
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: VIPTONE SERVICES, SOFTWARE, AND HARDWARE
FOR BLADE SERVER

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

PURPOSE OF PRESENTATION:

Approve the VIPTone contract for services, equipment and software.

HISTORY/BACKGROUND:

This contract is to acquire the final parts to install our new Blade server at the District office data center. This Blade server will consolidate over 10 existing servers (running on outdated hardware) onto virtual machines on the Blade server using VMWare virtualization technology. This will save the District high energy costs as well as create a more robust server environment minimizing down-time and maximizing efficiency. The Blade server is already installed in the HUSD data center but these additional parts and software were still needed. The District purchased the Blade server for \$105,000 in the 2010-2011 school year without the necessary hardware or services to install the new software.

IMPLEMENTATION

This is a one-time contract for installation services. The hardware and software come with one year warranties.

RECOMMENDATION

Approve the VIPTone contract for services, hardware, and software.

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: HUSDDate: 11/16/2011Individual Requesting Consultant or Service: Chris GutridgeTitle: Network MgrBrief Description of Need: *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

Additional hardware and software needed to implement our new blade server. This server hosts many virtual servers and many of our existing servers will be moved to this server saving the district energy costs as well as down-time. Server is already purchased but additional disk size and redundant hardware and software licenses are still needed. This will also allow the district to move its older blade server to another site for disaster recovery.

Student/Staff/Site Counsel Mtg Conducted: ☐ YES ☐ NO ☐ N/AProposals Solicited: ☐ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

Cost and services offered.

Indicate Funding Code: General FundEstimated cost \$ \$78,864**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1		
2		
3		

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



VIP Tone, Inc.
1600 Harbor Bay Parkway
Suite 100
Alameda, CA 94502
www.VIPTone.com

Pricing

Materials \$ Depends on Option Chosen
Sales Tax \$ Depends on Option Chosen
Labor Sub Total \$ 4,360.00
Shipping \$ 200.00
Total Price \$ Depends on Option Chosen

Payment Terms:

25% Commencement / Balance Progress Net 30 Days

Hayward Unified School
District

VIP Tone Inc.

Signature

Title

Date

Signature
General Manager, Systems
Integration

Title

8/2/2011

Date

PO/Contract Number

Terms & Conditions25% Upon Award Balance Net 30 Days

*ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER CONSISTANT WITH OUR INDUSTRY STANDARDS. ANY ALTERATION OR DEVIATION FROM THE ABOVE PROJECT SCOPE INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS QUOTATION. WORKMANS COMPENSATION INSURANCE COVERS ALL VIPTONE, INC. TECHNICIANS. IF LEGAL ACTION IS NECESSARY TO ENFORCE THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES IN ADDITION TO ANY OTHER RELIEF TO WHICH MAY BE ENTITLED. ALL MATERIAL AND WORKMANSHIP IS GUARANTEED FOR ONE YEAR FROM COMPLETION OF THE PROJECT.

September 28th, 2011

Proposal:40026 - 02

Contact: Stewart Bailey (866) 901-8663



VIP Tone®
connecting all the dots

VIP Tone, Inc.
1600 Harbor Bay Parkway
Suite 100
Alameda, CA 94502
www.VIPTone.com

Quote Cost With VM Ware Standard Edition / Basic Support\$ 59,844.73
Add \$ 5,528.11 for VM Ware Standard Edition / Production Support

Customer Name:				HUSD ADDITIONAL SAN EQUIPMENT BOM		Revision:	092811
ITEM	QTY	UNIT	PART No	DESCRIPTION	UNIT PRICE	EXT. PRICE	
1	2	EA	U5988E	HP Mod e CarePack	\$ 496.70	\$ 993.40	
2	8	EA	8K839A	HP 2M Premier Flex LC/LC Optical Cable	\$ 87.93	\$ 703.44	
3	2	EA	AJ821A	Hewlett Packard HP B Series 8/24c Blade System SAN Switch	\$ 6,112.50	\$ 12,225.00	
4	2	EA	UE438E	HP 3 Y 4H 24 x 7 c-Class SAN Switch Support	\$ 804.25	\$ 1,608.50	
5	8	EA	AJ716A	HP 8Gb Shortwave B Series FC SFP +1 Pack	\$ 223.36	\$ 1,786.88	
6	1	EA	AP845A	Hewlett Packard HP Storage Works P2000 G3 MSA FC Dual Controller LFF Mod Smart Array System	\$ 6,442.03	\$ 6,442.03	
7	8	EA	AJ835A	2 MTR Premier Flex LC/LC FO Cable OM3	\$ 84.19	\$ 673.52	
8	18	EA	AJ740A	Hewlett Packard HP MSA2 1 TB 7.2K rpm 3.5inch SATA HDD	\$ 235.56	\$ 4,240.08	
9	2	EA	UV394E	HP 3 Y 4H 24 x 7 MSA 2000 G3 HWSupp. MSA 2000 G3 Array, 3 years hw support. 4 hrs onsite response. 24 x 7 including HP holidays	\$ 1,330.19	\$ 2,660.38	
10	2	EA	UF816E	HP Start up Virtual Connect Ent. Mngr. SVC	\$ 2,238.50	\$ 4,477.00	
11			AJ740#0D1	HP FACTORY INTEGRATED	\$ -	\$ -	
12	10	EA	V55-STD-A	Academic VMWare Vsphere 5 for 1 processor (w32 GB vRam Entitlement per processor SNS is Required Each VSS Standard edition licenses.	\$ 596.79	\$ 5,967.90	
13	10	EA	V55-STD-3G-SSS-A	Academic VMWare Vsphere Basic Support / Subscription for VMWARE licenses.	\$ 318.00	\$ 3,180.00	
14	1	EA	640010-005	HP Windows Dual Core Server DL 360 300GB 6 G SAS 10K 2.5in DP	\$ 2,234.88	\$ 2,234.88	
15	1	EA	507127-521	HP Windows Dual Core Server DL 360 300GB 6 G SAS 10K 2.5in DP ext warranty	\$ 286.23	\$ 286.23	
16	1	EA	J9147A	HP LAN Swtch 48 port GIG Non PoE	\$ 2,840.33	\$ 2,840.33	

September 28th, 2011

Proposal:40026 - 02

Contact: Stewart Bailey (866) 901-8663



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Customer Name:			HUSD ADDITIONAL SAN EQUIPMENT BOM		Revision:	092811
ITEM	QTY	UNIT	PART NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	2	EA	U5988E	HP Mod e CarePack	\$ 496.70	\$ 993.40
2	8	EA	8K839A	HP 2M Premier Flex LC/LC Optical Cable	\$ 87.93	\$ 703.44
3	2	EA	AJ821A	Hewlett Packard HP B Series 8/24c Blade System SAN Switch	\$ 6,112.50	\$ 12,225.00
4	2	EA	UE438E	HP 3 Y 4H 24 x 7 c-Class SAN Switch Support	\$ 804.25	\$ 1,608.50
5	8	EA	AJ716A	HP 8Gb Shortwave B Series FC SFP +1 Pack	\$ 223.36	\$ 1,786.88
6	1	EA	AP845A	Hewlett Packard HP Storage Works P2000 G3 MSA FC Dual Controller LFF Mod Smart Array System	\$ 6,442.03	\$ 6,442.03
7	8	EA	AJ835A	2 MTR Premier Flex LC/LC FO Cable OM3	\$ 84.19	\$ 673.52
8	18	EA	AJ740A	Hewlett Packard HP MSA2 1 TB 7.2K rpm 3.5inch SATA HDD	\$ 235.56	\$ 4,240.08
9	2	EA	UV394E	HP 3 Y 4H 24 x 7 MSA 2000 G3 HWSupp. MSA 2000 G3 Array, 3 years hw support. 4 hrs onsite response. 24 x 7 including HP holidays	\$ 1,330.19	\$ 2,660.36
10	2	EA	UF816E	HP Start up Virtual Connect Ent. Mngr. SVC	\$ 2,238.50	\$ 4,477.00
11			AJ740#001	HP FACTORY INTEGRATED	\$ -	\$ -
12	10	EA	VSS-STD-A	Academic VMWare Vsphere 5 for 1 processor (w32 GB vRam Entitlement per processor SNS is Required Each VSS Enterprise edition licenses.	\$ 1,725.00	\$ 17,250.00
13	10	EA	VSS-STD-3G-SSS-A	Academic VMWare Vsphere Basic Support / Subscription for VMWARE licenses.	\$ 923.10	\$ 9,231.00
14	1	EA	640010-005	HP Windows Dual Core Server DL 360 300GB 6 G SAS 10K 2.5in DP	\$ 2,234.88	\$ 2,234.88
15	1	EA	507127-521	HP Windows Dual Core Server DL 360 300GB 6 G SAS 10K 2.5in DP ext warranty	\$ 286.23	\$ 286.23
16	1	EA	J9147A	HP LAN Switch 48 port GIG Non PoE	\$ 2,840.33	\$ 2,840.33

September 28th, 2011
Proposal:40026 - 02
Contact: Stewart Bailey (866) 901-8663

Agenda Item:	G.10.
Page Number:	1 of 19
Consent:	<u>X</u> <u> </u>
	Yes No
Bd. Meeting Date:	11/16/11

BOARD OF EDUCATION SUMMARY REPORT

DIVISION:	Superintendent's Office
SUBMITTED BY:	Dr. Donald Evans, 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 September 7, 2011 and the Special Board Meeting of September 14, 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 September 7, 2011 and Special Board Meeting of September 14, 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 September 7, 2011 and Special Board Meeting of September 14, 2011.

Hayward Unified School District
Board of Education



Minutes of Regular Meeting
September 7, 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, Mr. Luis Reynoso, Ms. Maribel Heredia and Mr. Jesús Armas</p> <p>Student Board Members: Salina Cruz, <i>Brenkwitz High School</i> Justin Sosa, <i>Hayward High School</i> Dayana Morales, <i>Mt. Eden High School</i> Mariel Elen, <i>Tennyson High School</i></p> <p>Administration: Ms. Janis Duran, Superintendent</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) <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 (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) 	<p>Closed Session</p>
<p>The meeting reconvened at 6:30 p.m.</p> <p>Justin Sosa led the Pledge of Allegiance to the Flag.</p>	<p>Open Session</p>
<p>In Closed Session the Board of Education approved the following:</p> <ul style="list-style-type: none"> • The Board approved the denial of two Government Claims on a vote of 5-0-0 and a denial of two E.E.O.C. claims 	<p>Superintendent's Report from Closed Session</p>

Mr. Armas moved and Ms. Heredia seconded to approve the Agenda and the Board voice voted 5-0-0 to approve the Agenda.

Approve Agenda

B. SPECIAL FEATURE/STUDENT RECOGNITION

**Special
Feature/Student
Recognition**

Summer School Academy Report:

Leticia Salinas Executive Director of Academic Affairs, **Christy Gerren** Director of Student Parent Support, and **JoDana Campbell** Summer School Principal gave the presentation highlighting our Summer School Academies:

- YEP Credit Recovery Program
- The Cyber High Credit Recovery Program
- Grad Fulfillment
- Special Education
- Math Program
- Pre-K Program
- Life Skill, Life Changing Curriculum & Training (a gang prevention program)

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

- Discussion on how the students were chosen for the Math Program
- Board request to follow up with those students to see how well they do mid way through the semester and afterwards in the year

Jared Gochuico – National Congressional Art Award:

Ms. Salinas presented Jared Gochuico a 12th grader at Mt. Eden High School with an achievement certificated for being recognized for his art work entitled “Examination”. He was the winner of the 30th Annual Congressional Arts Competition in Congressman Pete Stark’s 13th District which includes Oakland, Alameda, San Leandro, San Lorenzo, Hayward, Union City, Fremont, and Newark. This is the first time that Mt. Eden High School has had a winner in this competition and Jared’s art work is now on display along with 50 other state winners in the Cannon Tunnel in the nation’s Capital Building in Washington D.C. Art Teacher Carrie King from Mt. Eden High School introduced Jared and his family.

Ms. Brunner congratulated Jared on his accomplishments on behalf of the Board.

C. COMMENTS BY THE STUDENT BOARD MEMBERS

**Comments by
Student Board
Members**

Salina Cruz Student Board Representative from Brenkwitz High School showcased some of the highlights from her school: Ms. Cruz described the make up of the 213 students at her school and that the main objective of her school is credit recovery. In addition to five period classes, her school also offers Cyber High and other online resources to help students recover credits for graduation. Next week Enid Lee, a consultant who is working with our schools that have a high African American student population will visit and discuss ways to bridge the achievement gap and make Brenkwitz High more inclusive. She also described the events that are sponsored through the GSA Leadership Club.

Justin Sosa Student Board Representative from Hayward High School showcased some of the highlights from her school: Mr. Sosa reported that Hayward High had gained 22 points on the API score this year and combined with last year’s jump of 49 points the school has raised their API to 685. The school has a new bell schedule with passing time reduced to 7 minutes and a nutrition break in the morning. On the first week of school the Leadership Class put on a successful welcome back dance and he also described how the various teams did in their first games. The school’s Youth & Parent Initiative Investment Team met on August 25th to further their plans and organize to achieve their goal of creating a successful program that will support students and parents. The Leadership Class is preparing for their Breast Cancer awareness walk

and he also invited the community to attend Hayward High's Historical Recognition Night on September 21st. The students are starting to prepare for the October 28th Downtown Rally event and he will be bringing further details of this event to a future Board Meeting.

Dayana Morales Student Board Representative from Mt. Eden High School showcased some of the highlights from her school: Ms. Morales stated that the school's Senior Class had finished its mural with help from Senior Jared Gochuico. The school's first Club Day event will be on Thursday, September 15th. Mt. Eden High School has begun a school wide recycling program and is the first high school in the District to do so. The school's performers for the musical "West Side Story" are starting their reversals and she invited the community to attend on November 9-12, 2011. On October 8th the Band will be hosting a fund raising Spaghetti Dinner and asked the community to participate. Back to School Night will be held on September 22nd.

Mariel Elen Student Board Representative from Tennyson High School showcased some of the highlights from her school: She reported that the Freshmen Class had its student body elections on September 2nd and that evening the school's football team won its first game of the season. Students are currently applying to intern in the school's "farm", a place where students will learn how to grow and eat healthy food. This Friday, September 9th there will be a fundraising barbecue to help the athletic department and she asked the community for their support.

Mr. Reynoso stated that at future Board Meetings student representatives from Impact and Leadership Charter Schools will be joining our Student Representatives.

D. ITEMS FROM THE COMMUNITY

Items from the Community

Charlene Pugh, Adriana Garcia, Melissa Sigars, Monica Olivares, Vivian Smith, Walid Saad, and Tahiya Chin spoke about their support of the Principal and his leadership at Longwood School.

Silvia Vaquerano stated that parents from the Parent Center had invited her to give Spanish classes at the Parent Center at Longwood School and she is very willing to offer this class to all who are interested.

Jenny Zegarra stated that she had a written formal complaint regarding what happened to her after coming to a previous Board Meeting and stating her concerns in public.

Maria Gonzales a parent from Longwood spoke in support of parent Jenny Zegarra. She also asked if room could be made at Cherryland School for a pre-school program.

Leticia Caballero spoke about having her request denied by the Principal at Longwood School to move her child from one classroom to another. She was told there was no room in the other classroom, but she saw the office staff move other children into that classroom and not her son.

Ms. Brunner asked Mrs. Duran to provide information to the Board about continuing to put students in combination classes year after year.

Jim Drake spoke about his concern with the District's fingerprinting policy for school volunteers and that the District has not put the safety of our student first over the volunteers.

Janet Eltaki spoke about her concerns that the Parent Center at Longwood School is being used by parents for their own personal use. She requested that the practice of combination classes be eliminated and to bring back smaller class sizes. She requested that if a Board Member comes to the school for a meeting an invitation should be sent to the entire school community and not to a selected group. She also requested to have more security at the school when it is in session.

Ms. Brunner asked staff to follow up on the concerns raised by the parent.

Gide Habtay and Barry Webb spoke in support of the AVID Program at the high schools and urged the Board to continue to support the program.

E. COMMENTS BY THE BOARD MEMBERS

**Comments by the
Board Members**

Ms. Heredia thanked the community for being here at tonight's meeting. She stated that parents who had attended the SES fair at SIAC had informed her that they had not received information on the success rate of the providers at the fair. She feels that it is important for parents from PI schools to know that information so they can make an informed decision on which provider they would like to use to tutor their student. She spoke about bill AB1330 that is being discussed in the Senate and stated that it undermines college access for students, especially African American and Latino students. It pits career technical education against visual performing arts or foreign language courses, which are the courses that count toward college entrance electives. She wants all of our students to have access to as many opportunities upon graduation as possible and be prepared to enter a UC or CSU university. She encouraged the community to review this bill and take some action. Other neighboring school districts have passed policies that require their students to meet the requirements of an A-G curriculum and she would like our District to pass those policies as well.

Mr. Armas thanked the Longwood School community for expressing their perspective at tonight's meeting and he reminded everyone that keeping students at the forefront of all of our discussion is our main priority. He appreciates the comments expressed this evening about the change and the importance of consistency and leadership. He was especially moved by the representation made that the teachers are focusing on getting the children ready to attend college. The Board has already moved in that direction and he read the newly adopted Board Goal #1 that focuses on Academics. He continued by stating that when we create those expectations and ultimately provide the resources then we will truly improve our community and do justice to our children. He thanked the parents and staff of Longwood School for their hard work and expressed his appreciation for their passion and success by evidence of their high API test results. He invited the community to attend the Mt. Eden High School Musical where he has been invited to perform in a small part in the show. He congratulated the students who had graduated from their graduation fulfillment classes this summer and the positive reinforcement that they had received. He thanked Translator Laura Diesman for doing a fabulous job in translating for our Board Meetings and wished her well as she attends UCLA this fall.

Mr. Reynoso thanked the parents from Longwood School for attending tonight's meeting and stated that a community is everybody and nobody is left behind no matter where you stand. He thanked the Longwood School parents who put together the informational fair for parents where many agencies attended and provided information on their services. He invited all high school Principals to look at the classes offered at the ROP program where students have an opportunity to learn a trade.

Mr. McGee stated that he hopes we can start gauging our dialogue and discussion as a School Board on our goals and working with the Superintendent and staff to get the action plan together. This will allow us to focus on student success and achievement. He is interested in keeping the summer programs next year so our students can be front loaded instead of having to wait for the credit recovery options.

Ms. Brunner welcomed everyone back for the new school year. On a positive note overall our District raised its API and a lot of good things are happening in our District. There have been a lot of changes this past year such as new Principals and reconstituted schools, but we are doing whatever works. The Board is a strong supporter of stability and wants everyone working together for the children because when we support them they succeed. The goal of the Board and parents is to have students succeed to their full potential. The Summer School program was very successful, especially the math academies, and the Board would like to expand that program next year.

F. COMMENTS BY THE SUPERINTENDENT

**Comments by the
Superintendent**

Mrs. Duran was overwhelmed and impressed by the Longwood School parents participation that was demonstrated at tonight's Board Meeting. When she came in 2009 it was disheartening to see the low test scores and the low reputation, but now Longwood School is being recognized for its successes even in the local newspaper. Staff will be looking into the concerns that the parents had brought forward tonight and staff will be getting back to them. We had a tremendous and smooth opening of school, with still some things that do need to change and perfected. Staff will be bringing back to the Board on September 21st the Superintendent's Action Plan that will reflect the Board's approved District Goals. This will be an opportunity for the community to give input and also see the great things that will be taking place this year and in the ensuing years. She ended by stating "go Longwood and keep it up".

G. CONSENT AGENDA

Consent Agenda

Mr. Reynoso requested to pull out item G.5 for further discussion.

Mr. Armas moved the balance of the Consent items and Mr. McGee seconded. The Board voice voted 5-0-0 to approve all Consent Items except G.5 that was pulled for further discussion.

1. Approve personnel appointments, retirements, changes of status, waivers, leaves of absence, and terminations (Human Resources)
2. Approve the following warrants between August 5, 2011 and August 25, 2011 (Business Services)

Payroll – Direct Deposit	\$ 2,415,281.02
Payroll Warrants (591885-591898; 10028261-10028467)	395, 390.26
General Fund (total Non-Payroll) (165583-165587; 50031501-50031923)	3,135,323.62
(165582; 50031676-50031680 void)	
Adult Education Fund	76,374.29
Food Services Fund	56,677.40
Child Development Fund	23,870.05
Deferred Maintenance Fund	108,737.05
Special Reserve Fund for Capital Outlay Projects	61,465.00
Building Fund 2008 Measure I Bond	7,182,711.00
School Facilities/Proposition 1A	98,158.50
Building Fund	871,176.25
Capital Facilities/Developer Fees Fund	<u>2,250.00</u>
TOTAL EXPENDITURES:	\$14,427,414.44

3. Approve Agreement Between Hayward Unified School District and Hayward Education Association (HEA) to Include School Psychologists to the Bargaining Unit. (Human Resources)

On April 5, 2011, the Hayward Education Association (HEA) submitted a petition to the Public Employees Relations Board to include School Psychologists into the HEA bargaining unit. Previously School Psychologists were included in the management structure. HEA will become the exclusive representatives for the School Psychologists. The parties met on August 15, 2011 to discuss changes in the Collective Bargaining Agreement to address the inclusion of the School Psychologists.

4. Approve University of California early Academic Outreach Program (EAOP) Partnership Agreement with Tennyson High School (Educational Services)

The Center for Educational partnerships, working in partnership with local schools, school districts and communities, improves academic achievement and expands post-secondary educational opportunities for students who face significant barriers to college. Its diverse programs help young people overcome educational and financial barriers to prepare for and be accepted at two- or four-year colleges. Ten programs provide services free-of-charge to well over 35,000 students annually including summer programs that give hundreds of students academic enrichment while they experience campus life at Cal. Almost 9,000 6-12 grade and community college students benefit from intensive cohort programs; about 90% of these high school seniors immediately attend higher education and over 90% of these community college students successfully transfer to UCB – and they are often the first in their family to do so. In addition, over 26,000 students are served through CEP's school-wide and systemic change programs which build and strengthen college-going cultures in schools and districts by serving teachers, counselors, administrators and families. CEP, within UCB's Division of Equity & Inclusion, provides services free of charge at 96 schools and 30 California community colleges each year. This is a Partnership Agreement between Tennyson High School and the Program for the 2011-2012 academic-year. The period of performance of this agreement shall commence on September 2011 and continue through May 2012. Either the Program or Tennyson High School may terminate this agreement at any time, without cause, by giving the other thirty days written notice of such action. The goal of UC Berkeley, through this program, is to increase the college-going rate of students from Tennyson High School providing comprehensive college awareness, preparation, advising and information through the efforts of a full-time Advisor. This Advisor will provide intensive services in using the best practices of the highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school services. The program is partially funded through the San Francisco Foundation through May 31, 2012 with additional funding from the National College Advising Corps.

5. Approve Facility License Agreements with: (Business Services)

- Spectrum Schools
- Child, Family and Community Services
- Project Eat

This is an opportunity to generate a revenue stream from our properties until formal plans for use are completed. The following tenants will be leasing property in the District:

Name of Lessee	Address of Property	Rent
Spectrum Center Schools	22100 Princeton Street Hayward, CA 94542	\$14,950.00 per month
Child Family & Community Services	29150 Ruus Rd., Hayward CA 94544 175 Fairway, Hayward, CA 94544 975 Schafer Rd., Hayward CA 94544 2652 Vergil Ct., Castro Valley CA 94546 22100 Princeton St., Hayward CA 94541 (Additional 2 Classrooms) 1570 Ward Street, Hayward, CA 94541 (3 Classrooms)	\$23,726.00 per month
Project Eat	313 W. Winton Ave Hayward, CA 94544	\$ 3,026.00 per month

Mr. Reynoso had questions on how much were these lessees charged by square footage and **Stan Dobbs**, Assistant Superintendent of Business Services provide the Board with the information. **Mr. Reynoso** asked for a list of all the lessees at the Hayward Adult School Program and a list of all of the lessees that are paying rent to HUSD and staff will provide the Board with that information.

Mr. Armas clarified that Project Eat was leasing property at the Hayward Adult School and that some of these contracts were a continuation of prior leases. He discussed with **Mr. Dobbs** about conducting a new market rate for square footage and **Mr. Dobbs** stated the he will be presenting that information to the Board at a future Board Meeting.

Mr. Armas moved and Mr. Reynoso seconded and the Board voice voted 5-0-0 to Approve Facility License Agreements with: (Business Services)

- Spectrum Schools
- Child, Family and Community Services
- Project Eat

6. Adopt the minutes of the regular Board Meeting of May 25, 2011 (Office of the Superintendent)

H. ACTION/DISCUSSION ITEMS

1. Adopt Resolution 1112-08 in Appreciation of the Seamless Summer Feeding Program (Human Resources)

The Board of Education would especially like to recognize **Mr. Mark Salinas**, **Ms. Robin Jones**, and **Ms. Terri Anderson** for their selfless and outstanding work by ensuring that the families of Hayward have access to meals through the non-school days at no cost. This program was operated by the Hayward Unified School District Food Services Department which was funded by the California Department of Education and the USDA under the Seamless Summer Feeding Program. From June 13, 2011 until August 12, 2011, the Program served over 140,012 meals to the children and families of Hayward who might not have otherwise had either lunches or breakfast. All of these meals served were at no charge. This effort was successful due in part to the support and work of our Community Partners and to the Sponsors and Sites that made the distribution of these meals possible.

Kathryn Benson Director of Classified Personnel gave the presentation.

Ms. Brunner presented the resolution to City Council Member **Mark Salinas** and the HUSD Food Services staff represented by **Robin Jones** and **Terry Anderson** in appreciation for their work in this program.

Mr. Salinas thanked the Board for acknowledging this effort and described the service that was provided to all kids every day during the summer. Kids were able to go to over 30 sites throughout Hayward to receive a free breakfast and lunch during 45 days this summer. At the completion of the program they had served over 140,000 breakfasts and lunches and served about 10% of the city of Hayward's kids.

2. California Standards Test (CST) Achievement Data (Educational Services)

Staff provided a summary of Hayward Unified School District's results as reported in the Accountability Progress Report released to the public on Aug. 31, 2011. The summary included the number of schools meeting Adequate Yearly Progress (AYP) as required by the No Child Left Behind Act (NCLB). The AYP summary also included the results of schools meeting and not meeting their Annual Measureable Objectives (AMOs) in ELA and Math. This summary also included Program Improvement status for HUSD and all HUSD Title I schools. Staff also provided a summary of the results for HUSD significant subgroups.

**Action/Discussion
Items**

Francisca Sanchez Associated Superintendent of Educational Services gave the presentation.

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

- Discussion on why the District did not meet the participation rate for testing this school year and the different criteria for AYP and API. Staff will provide the Board with the precise criteria for each test and the school rankings in their final report at the Board Workshop
- Discussion that when the Board approved the reconstituting of Longwood School it became a re-start model and are no longer in Program Improvement, but this year they met both their AYP and API goals
- Discussion that Title I funds are not tied to a school's Program Improvement status, but to the school's participation rate in the free and reduced lunch program

Ms. Brunner opened the item for Public Comments:

Jim Drake wanted to know how HUSD compares to San Leandro, San Lorenzo, Union City, and other surrounding Districts. He urged the Board to look at other parts of the country to see what other Districts are doing to improve their scores.

Ms. Brunner requested that at the next Board Workshop on October 5th staff will provide information on how HUSD compared with other Districts in Alameda and Contra Costa Counties.

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

- Board request that staff also provide information on the participation rate by school for the October 5th Board Workshop and to invite the Principals of the schools that had low participation rate to the discussion. Burbank, Longwood, and Tennyson received SIG funds, but Tennyson has not shown signs of improvements and the Board requested information on the differences and the factors that have come into play.
- Board request for a matrix of all of our schools that have been a PI School for 5 or more years referenced against those schools that have had a Principal at that school for at least 5 years be provided at the workshop to help in the discussion
- Board request that at the Board Workshop staff also present a plan of action and interpretation of the schools test scores
- Board request to incorporate a conversation about the opportunity and achievement gaps at the workshop, and what support schools have
- Board request for staff to provide information on how many points of growth is needed to move a student out of far below basis to basic
- Board discussion that a turn around model could be used for other schools that are in year 5 or more of program improvement. Tennyson High was changed to a transformation model, but they are not showing growth in their test scores as Longwood and Burbank Schools that were turn around models
- Discussion on the criteria used for a transformation, turn around, and alternative governance models and request for a matrix for the Board Workshop that correlates those points
- Board concern that funds will not be available to sustain a turn around model school

This was an information only item.

3. Update on the African American Student Achievement Initiative Progress (Educational Services)

Over the past two months, the Associate Superintendent and the Educational Services Executive Directors have been working with staff, community members, recognized experts, and Board Members to plan for the design of a culturally and linguistically responsive 21st Century African American Student Achievement Initiative that will respond to the District's and community's

concerns and that will yield dramatically improved engagement, achievement, and 21st century success for HUSD's African American students. Staff updated the Board on progress to date on the African American Student Achievement Initiative, with a focus on three components of the Initiative: (1) Design Team Convening; (2) Formation of a parent advisory group; and (3) Draft Action Plan. Additionally, staff provided recommendations regarding actions connected to the August 24th presentation to the Board and to the proposed Design Team Convening.

Ms. Sanchez gave the presentation.

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

- Board discussion that they expected an action plan to come out of the convening
- Board request to have more community groups and other stakeholders involved in creating an action plan
- Discussion that the District has not had an explicit plan that looks at all of the areas of need and provides a coherent approach for our African American Students
- Board requests that staff develop a plan with logistics and return that plan to the community for input instead of making the community tell us what our job is and what we are supposed to be doing

Ms. Brunner opened the item for Public Comments:

Reverend Joe Robinson stated that there is an urgent need and concern from parents and the community for closing the achievement gap of our African American students. He urged the Board to keep the process honest, people driven, student focus, and not be side tracked or politically driven. African American parents must be involved in the guidance and decision making process of any initiative presented by the District. He requested that any approval of a task force or approved recommendations be delayed until the parent community members are able to work with staff to finalize what their position is on what that initiative will look like and offer other suggestions to make the initiative successful.

Lillian Litzsey thanked the Board for making this issue a priority and for trying to do something for African American Students. She urged the Board to involve the community in whatever decisions are made and to open up the task force to parents who are in our school district.

Jim Drake asked for clarification as to why when staff is asked to bring back information to the Board the public is not given that information as well. He stated that the District will not go anywhere unless they involve the parents because they are the most important part of this District.

Vanessa Cormier stated that the Board has specific data and the community has their antidote information and she hopes that the Board is talking about creating a strategic and tactical plan. She urged the Board to avoid an either/or plan because you need HUSD and the community to work together to make a comprehensive and well reason plan.

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

- Board urged the parents and the community to offer names of persons for the task force and for staff to make sure that all information regarding the task force be given to the community. The Board also asked staff to invite Freddye Davis the President of the NAACP and Bishop Macklin from Glad Tidings Church
- Board discussion on expectations of the Design Team and that it becomes a conduit to the Superintendent and Board

Mr. McGee moved that we approve the Design Team, but not as described just yet.

Mr. Armas asked for clarification on the motion and **Mr. McGee** stated he did not know why this item needs approval because he does not feel it was needed. The Board had given Ms. Sanchez and Ms. Duran the directive and they have started on it. So the Design Team as listed

here does not need approval because the Board is adding some people to the team. **Ms. Sanchez** stated that what would be helpful for staff is to know that the Board is supporting moving ahead with the convening and staff will continue to work with the Board and community members to fine tune the participants.

Mr. McGee asked if we needed action and **Ms. Duran** stated that we just need to have the Board support the event and that staff will continue to work on the details.

Mr. McGee stated there is a parent group that is trying to form and because they were given such a late notice about the convening and task force they were not able to prepare for this item and he wants this group to have the opportunity to speak and be included in the discussion at the convening. **Mr. Armas** stated that with that clarification he would support where **Mr. McGee** is going, but he would like to make sure that everyone is in accord with the desired outcome because that is the critical part. **Mr. Reynoso** asked **Mr. McGee** for further clarification if recommendation #1 as recommended by staff will be scratch off according to **Mr. McGee's** motion and **Mr. McGee** stated yes and **Mr. Reynoso** stated that he could support that.

Mr. Reynoso made an amendment to the motion to not take action on this, because this would set a bad precedent, that we need to approve agenda items for the staff to do their jobs.

Mr. McGee stated that he had withdrawn that and since **Mr. Armas** had concurred we are not voting on #2.

Mr. Reynoso stated that he proposed as an amendment to Mr. McGee's motion to take the whole thing off and let the staff do their job without micro managing. He continued by stating that the parents are here, they are dissatisfied, and they want to see action from the staff.

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

- The Board wants staff to move forward with the convening because it is necessary for the parents to be heard and something needs to be done

Ms. Heredia stated that she could support Mr. McGee motion's to go ahead with the convening and called for the question.

Mr. Armas stated that he believes it is important for the Board to take action because it shows initiative on the part of leadership, the political leadership, not just the administrative leadership. He continued by stating that with the understanding that we are not ratifying the composition of the team and that the Agenda format may change, base on the earlier discussion, and with the understanding that the outcome as described are those that we can subscribed to and that we are not acting on the task force. He asked that we convey that as the sentiment of the Board.

Mr. Reynoso stated that if we take action right now to tell the staff to do their job, it is problematic, because it says many things. Let's take this thing off since we pretty much have consensus to have the meeting and just leave it at that.

Mr. Armas stated he was not satisfied with that and wanted to offer a motion, but **Mr. Reynoso** asked **Mr. McGee** if he accepted his amendment and **Mr. McGee** stated that there was no need because he did not have a motion. He continued stating that he took his suggestion and again we have no motion, and he just wants to clarify that we are not taking a motion; the staff has our acceptance and the Board's support for the convening. The Board is not doing anything on the task force, but that staff knows that the Board supports this work going forward.

Mr. Armas stated that he would look for a vote on the Board actually supporting this and that the support is to move forward with the convening and that is his motion and Ms. Heredia seconded the motion.

Ms. Brunner clarified that all the Board is approving is that the convening will take place according to what was said earlier, staff will do their job and they will determine what needs to be done. The Board will not micro manage it. The Task Force was taken off the table, all this vote is about is yes we are going to have the convening on the 29th and 30th of September. **Mr. Reynoso** encouraged his colleagues to let the motion die and listen to the parents.

The Board voice voted 3 ayes (Brunner, Heredia, Armas) 1 nay (Reynoso) 1 abstentions (McGee) to hold the convening on the 29th and 30th of September.

4. Approve Assistant Principal Job Description (Human Resources)

Some of the District's job descriptions are more than 10 years old. As the District fills positions, it is important to review and update job descriptions to assure that the duties that need to be completed are listed. The Board of Education has had a number of discussions regarding restoring the Assistant Principal position at the High School and in reviewing the current job description noted that it did not reflect the duties necessary for the smooth and efficient administration of a school. The revised Assistant Principal job description will apply to Assistant Principal at the elementary, middle, and high school levels.

Mr. Armas moved for approval and Mr. McGee seconded.

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

- Board request that school administrative staff be out on the school campuses talking to the kids, and to reach out more to the kids that don't want to come to school. The Board wants them to support their students regardless of the color that they are or the clothing that they wear

The Board voice voted 5-0-0 to Approve Assistant Principal Job Description (Human Resources)

5. Adopt Resolution # 1112-07 to Support Hayward Unified School District's AmeriCorps Grant Program (Educational Services)

The Hayward Unified School District's AmeriCorps Grant program, titled "Viva Bien, Coma Bien, Siéntase Bien" (VCS!), main focus is to improve health and fitness for students and families in a school-based delivery system. In serving Hayward students and families, the VCS! Program was able to address the poor fitness and widespread health risks among Hayward's young people and adults. Specifically:

- Hayward continues to be the highest prevalence of overweight children in our county's fourteen cities and six unincorporated areas.
- The vast majority of Hayward young people are not physically fit, far exceeding unfit levels county- and state-wide
- Hayward is one of the communities with the greatest burden of morbidity, mortality, and other indicators of poor health in Alameda County. Our young people and families continue to have a need for activities that promote healthy habits and fitness, to reduce their health risks and lower the high burden of health problems in our city now and over time.

During the first year of implementation, VCS! was able to provide our community and schools with a variety of resources that included physical fitness, health and nutrition classes, and numerous options to live a better healthy life. In addition, members supported HUSD's community health and fitness goals by engaging the community in the following campaigns; Attendance Campaign, Young Black Male Academy Recognition, and The Million Father March. The primary outcome measures for VCS! are to 1) Enable students and parents rated as deficient in healthy living patterns to improve into the healthy living zone, and 2) Enable physically unfit students and parents to achieve fitness. Through the use of California Physical Fitness test (PFT) and the Adult Healthy Living Survey (HLS), VCS! Members were able to provide services to students and parents identified as high needs with a daily dosage of vigorous physical activities.

In an attempt to increase our services and achieve sustainability, for the 2011-2012 year we applied for and were awarded the following grants: Fresh Fruits and Vegetables, San Francisco Foundation, and Aetna Foundation for a total of \$115,000. HUSD's department of Student and Parent Support Programs has the infrastructure to recruit, train, and support AmeriCorps members to provide over 48,000 hours of service to HUSD families. The department contracts an independent evaluator to analyze program data and provide information and data for staff to make informed program changes.

Mr. Armas moved and Mr. McGee seconded and the Board voice voted 5-0-0 to Adopt Resolution # 1112-07 to Support Hayward Unified School District's AmeriCorps Grant Program (Educational Services)

6. Approve Memorandum of Understanding with Golden Oak Montessori (Educational Services)

Golden Oak Montessori Charter School was chartered by the HUSD in November 2008 for a five year period. This MOU seeks to extend the current MOU to provide special education and related services to the students enrolled in Golden Oak Montessori Charter School for the 2011-2012 school year. This MOU will provide special education and related services to the eligible students at Golden Oak Montessori Charter School. Currently there are 3 students receiving speech therapy and 1 student receiving both resource specialist support and speech therapy.

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

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

- Discussion on what steps Golden Oak Montessori had taken to find a provider for these Special Education services
- Board request for a breakdown of the student population at this charter school
- Discussion on the repayment plan and concerns that the revenue generated won't be enough to cover the cost generated by HUSD in providing the services
- Discussion on what criteria can the Board look at when approval of the charter renewal comes before the Board next year

Ms. Heredia moved and Mr. Armas seconded and the Board voice voted 3 ayes (Brunner, McGee, Heredia) 2 nays (Reynoso, Armas) 0 abstentions to Approve Memorandum of Understanding with Golden Oak Montessori (Educational Services)

Mr. Reynoso requested that staff lets the charter know about this Board action and that they have been put on notice.

7. Approve Occupational Therapist Job Description (Human Resources)

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. Given the rising numbers of Special Education students who require Occupational Therapy, if HUSD employed its own Occupational Therapist, the majority of the costs for these services could be contained at salary and the availability of services would be faster. This would greatly assist new incoming students needing early intervention assistance.

Ms. Benson gave the presentation.

Ms. Heredia moved the item.

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

- Discussion that the District does not have any Occupational Therapists in the District at this time
- Discussion that this position will be able to increase the services that we can offer our students and offer an increase in savings because the District will not be contracting out these services
- Discussion that this is a Classified position and will not require a credential, but it does require specific state licensing for Occupational Therapy
- Discussion that if this position is Classified then it will allow the District to apply for MAA billing and have those revenues come into the District
-

Mr. Armas seconded and the Board voice voted 5-0-0 to Approve Occupational Therapist Job Description (Human Resources)

8. Approve the following consultant contracts (Educational Services)

	Vendor	Purpose	Div/Program	Amount
a)	National Urban Alliance – Yvette Jackson	Facilitation of African American Student Achievement Convening and provide 2 days of staff development	Educational Services	\$13,900 – EIA/Title 1 (previously contracted for \$4,900)
b)	Geneva Gay	Provide expertise for African American Student Achievement Convening	Educational Services	\$6,000 – EIA/Title 1
c)	Parent Institute for Quality Education (PIQE)	Provide a parent training course for parents of children enrolled in Longwood Elementary designed to develop skills and techniques that enable parents to address the educational needs of their school aged children	Educational Services	\$9,900 – SIG Grant
d)	Counseling Community Center	Provide services and advice to students of four high schools and five middle schools on Tobacco Cessation and Prevention	Student & Family Support Services	\$13,600 – Tobacco Use Prevention Education (TUPE) Grant

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

- Contract a) – Discussion on amount charged for the days of service which includes facilitating the convening and staff development at three schools.

Mr. Armas moved all the Consultant Contracts and Ms. Heredia seconded and the Board voice voted 4 ayes (Brunner, McGee, Heredia, Armas) 1 nay (Reynoso) 0 abstentions to approve the Consultant Contracts

9. Accept Donation Report (Clerk)

		APPROX VALUE	
DONOR	ITEM		SITE
Carmina Prado	School supplies	\$40.00	Eldridge Elementary

Mr. Armas moved and Mr. Reynoso seconded and the Board voice voted 5-0-0 to accept Donations Report

10. Student Discipline (Educational Services)

Admission Denial

- Consider the denial of admission of student # 1110480 2011/2012
- Consider the denial of admission of student # 33372 2011/2012
- Consider the denial of admission of student # 67377 2011/2012

Mr. Armas moved and Ms. Heredia seconded and the Board voice voted 5-0-0 to approve the Admission Denial of students 1110480 2011/2012, 33372 2011/2012, and 67377 2011/2012

I. BOARD CORRESPONDENCE REPORT

Mr. Reynoso read the Correspondence Report.

J. RETURNED TO PUBLIC COMMENTS

There were no Public Comments.

K. FUTURE MEETING DATES

Special Meeting: **Wednesday, September 14, 2011**
Topic: Asset Management Study
Location: Hayward Unified School District – Board Room
24411 Amador Street, Hayward, CA
5:00 p.m. – 8:00 p.m. (**Open Session**)

Regular Meeting: **Wednesday, September 21, 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**

Special Meeting: **Wednesday, October 5, 2011**
Topic: Board Agenda On Line Training
Achievement Results Spring, 2011
Location: Hayward Unified School District – Board Room
24411 Amador Street, Hayward, CA
5:00 p.m. – 8:00 p.m. (**Open Session**)

Regular Meeting: **Wednesday, October 12, 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:

No items will be returning from this Agenda.

M. AJOURNMENT

Mr. Armas stated that he would like to adjourn this meeting in memory of Peter Hendley who was a former teacher at Hayward High and Brenkwitz High Schools. Mr. Hendley's wife, Linda was a math teacher at Hayward High School. Mr. Hendley was very active in the Hayward community and involved in a lot of socially responsible issues promoting peace, freedom, and social engagement. He also asked staff if we could plant a tree at Hayward High School in Mr. Hendley's memory.

The meeting adjourned at 10:22 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-11/2/2011 3:44 PM/C:\my documents\minutes September 7, 2011 Board Meeting

Hayward Unified School District
Board of Education



Minutes of Special Board Meeting
September 14, 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 the H.U.S.D. Board Room located at 24411 Amador Street, Hayward, CA, 94544</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. Armas moved to approve the Agenda and Ms. Heredia seconded and the Board voice voted 4-0-0 to Approve the Agenda.</p> <p>Mr. McGee arrived late to the meeting.</p>	<p>Call to Order</p>
<p>B. PUBLIC COMMENTS:</p> <p>There was no public comment.</p>	<p>Public Comments</p>
<p>C. BOARD WORK SESSION</p> <p>1. Asset Management Study (Business Services)</p> <p>Between February and April 2011, the Board of Education took action to hire an asset management firm. Professional contractor, Dutra-Cerro-Graden (DCG), was selected to lead the Asset Management Study. Because the District owns a number of properties that may be considered surplus or under-utilized and may possess revenue generating potential, a Special Asset Management expertise will be required to evaluate these properties in light of both short and long term local market conditions with the goal of maximizing revenue generation while enhancing the District's educational program. DCG provided a phase I update to the Superintendent's Action Team (SAT) on August 15, 2011. The preliminary results provided favorable insights into the feasibility of the District's asset valuation and the ability to evaluate capacity. A recently completed demographics study will be used to confirm the capacity requirements. The Asset Management Study has been expanded to consider potential property acquisitions as candidates to support facilities capacity for students and long-term and short-term revenue. The Asset Management contracted study will make recommendations to the Board on the next steps in the process for a sell, lease or maintenance of district assets.</p>	<p>Work Session</p>

The next steps could include:

- Forming a 7-11 Committee to assess the feasibility of selling public property onto the open market
- Authorizing the Asset Management group to continue the asset study until the potential revenue are identified and delivered.
- Approve contract proposal for the next steps, when presented at a Board Meeting.

Stan Dobbs Assistant Superintendent of Business Services and **Donna Becnel** Assistant Superintendent of Human Resources gave the presentation.

Ms. Duran stated that tonight **Mr. Dobbs** will focus on the Asset Management study as it deals with facilities and how this might relate to the budget and increases in revenue, as well as the lease and sales of properties. **Ms. Becnel** will assist him in the areas of staff because any kind of change we make in schools or demographics will also involve negotiations with our unions.

Mr. Dobbs introduced **Dominic Dutra, Alan Cerro, Steve Miller, and Jerry Matrenga** from the Dutra-Cerro-Graden (DCG) Asset Management Consultant firm who also assisted in the presentation.

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

- Discussion on the advisory 7-11 Committee and how that committee will make recommendations to the Board. The committee will be looking at established district policies, take that into account in their deliberations and come up with an assessment on whether or not there are surplus properties and if so what priorities should be reflective on those surplus properties. The Board also discussed the criteria that will be used for the formation of the 7-11 Committee and timelines
- Discussion on school size change and the affects it will have on staffing at the sites
- Discussion on the high density of students enrolled in the “flatlands” schools of the District compared to our other schools and that enrichment services are not always available for them. Decisions in the future must take into account the neighborhoods surrounding the schools and how it will affect the services available to students and families in those areas. Parent and community engagement must play a big part in the decision making process
- Board request for data that will show how HUSD will be able to accommodate more students if our student population were to increase in the future using less of our existing facilities
- Discussion on the different formats used for middle school and the educational specs for those grade levels
- Discussion that the 7-11 Committee should also review facilities to see what type of format for grades 6 through 9 would better fit those facilities and looking at the concept of “Houses” for the high schools

Ms. Duran stated that this is a three prong process, where not only will the facilities be studied, but staff will also be reviewing data on developmental issues as well as curriculum impact on students.

The Board thanked the firm of Dutra Cerro Graden as well as our staff for the presentation.

This was an information only item.

D. ADJOURNMENT

The meeting was adjourned at 7:35 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

Supt's-mruiz-11/8/2011 6:54 AM C:\my documents\minutes\September 14, 2011 Special Board Meeting Minutes

Agenda Item No.: H.1
Page: 1 of 25
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: PARCEL TAX SURVEY RESULTS

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

PURPOSE OF PRESENTATION:

This presentation will update the Board of Education on the results of the public opinion survey conducted in October 2011.

HISTORY/BACKGROUND:

As part of the District's fiscal recovery plan, opportunities to pursue public support to sustain fiscal solvency in the form of a parcel tax and/or bond must be considered. The District has commissioned a survey to assess the community's willingness to support this financial goal.

IMPLEMENTATION

The result of the public opinion survey will be used to determine the feasibility of a parcel tax and/or bond measure.

RECOMMENDATION

The recommendation is to perform a deeper analysis of the survey results to establish a decision position for the District at a later date on a parcel tax and/or bond measure in June and/or November 2012.

Informational Only



GODBE RESEARCH
Gain Insight

HAYWARD UNIFIED SCHOOL DISTRICT

2011 Revenue Measure Feasibility Survey

Topline Report:

n=804

15-minutes

Parcel Tax Version 2,609 words (n=399)

Bond Version 2,435 words (n=405)

Spanish translation

October 25, 2011

www.godberesearch.com

Northern California and Corporate Offices
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San Mateo, CA 94402

Southern California/Southwest
4695 MacArthur Court, 11th Floor
Newport Beach, CA 92660

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601 108th Avenue NE, Suite 1900
Bellevue, WA 98004

SURVEY METHODOLOGY

The Hayward Unified School District commissioned Godbe Research to conduct a survey to assess potential voter support for a parcel tax or bond measure, or both, to protect local schools from severe State budget cuts and protect quality education. The survey was also designed to: (a) identify the tax type, amount and duration at which voters will support the measure; (b) prioritize projects and programs to be funded with the proceeds; and, (c) test the influence of supporting and opposing arguments on potential voter support.

Survey Methodology

We conducted 804 total interviews among the likely November 2012 voters, representing a total universe of approximately 50,347 likely November 2012 voters in the Hayward Unified School District. In order to test support for a parcel tax versus a bond measure, the sample of 804 voters was split into two samples of n=399 and n=405 voters, respectively. Each split sample also represented the likely November 2012 universe. In addition, within each split sample, we did a disproportionate sample of 300 likely June 2012 voters. Among the 804 total interviews of likely November 2012 voters, the margin of error was plus or minus 3.4 percent. Each split sample of likely November 2012 voters resulted in a margin of error of plus or minus 4.9 percent, and the disproportionate sample of approximately 300 likely June 2012 voters resulted in a margin of error of plus or minus 5.6 percent. Interviews were conducted from October 11 through October 19, 2011. The average interview time was approximately 15 minutes.

Once collected, the sample of voters was compared with the respective voter population in the District to examine possible differences between the demographics of the sample of respondents and the actual universe of voters. The data were weighted to correct these differences, and the results presented are representative of the voter characteristics of Hayward Unified School District in terms of gender, age, political party type, and election timing.

Questionnaire Methodology

To avoid the problem of systematic position bias, where the order in which a series of questions is asked systematically influences the answers, several questions in the survey were randomized such that the respondents were not consistently asked the questions in the same order. The series of items in Questions 4, 5, 6, 11, 12, and 13 were randomized to avoid such position bias. Further, Questions 5 and 6, and 12 and 13 were rotated so that the sample was balanced in whether they first heard arguments in favor of or opposed to the ballot measure.

Question B allowed the voters surveyed to mention multiple responses. For this reason, the response percentages sum to more than 100.

Mean Scores and Rounding

In addition to the percentage breakdown of responses to each question, results for the questions relating to features of the measures (Q4 and Q11), and the positive and negative arguments (Q5 and Q6, and Q12 and Q13) include mean scores. For example, to derive the overall importance of a feature of the measure (Q4), a number value is first assigned to each response category (in this case, "Much More Likely" = +2, "Somewhat More Likely" = +1, "No Effect" = 0, "Somewhat Less Likely" = -1, and "Much Less Likely" = -2). The number values that correspond to respondents' answers were then averaged to produce a final

score that reflects the overall importance of that issue. The resulting mean score makes the interpretation of the data considerably easier. Responses of "Don't Know" (DK/NA) were not included in the calculations of the mean scores for any question.

Conventional rounding rules are e in this report (.5 or above was rounded up, and .4 or below was rounded down). As a result, the percentages may not add up to 100 percent.

INTRODUCTION (n=804)

1. To begin, I'd like to ask you about some issues in your community. For each one, please tell me how important the issue is to you.

Here's the (first/next): Is _____ extremely important, very important, somewhat important or not at all important to you?

	Mean Score	Extremely Important	Very Important	Somewhat Important	Not at All Important	DK/NA
1A. Retaining teachers and protecting academic programs in local schools	2.4	53%	35%	10%	2%	1%
1B. Providing safe, well-maintained classrooms, labs and public school facilities for local students	2.4	53%	37%	7%	2%	0%
1C. Preventing local tax increases	2.0	39%	28%	21%	10%	2%
1D. Reducing crime	2.5	62%	31%	6%	1%	0%
1E. Protecting property values	2.4	52%	35%	9%	4%	1%
1F. Improving the local economy	2.6	66%	29%	5%	1%	0%

PARCEL TAX – SPLIT SAMPLE A (n=399)

2. In the coming months, voters in your area may be asked to vote on several ballot measures. Let me read you the summary of one of these potential measures:

To protect local schools from severe State budget cuts and protect critical school programs, including:

- math, reading, writing, and hands-on science classes and labs;
- restoring smaller class sizes;
- supporting libraries, art and music programs; and
- attracting, recruiting and retaining qualified teachers;

shall Hayward Unified School District levy an education parcel tax of \$97 dollars annually, exempting senior citizens, with independent citizens' oversight, and all money for classroom-related uses in Hayward schools? [72 WORDS; "Hayward Unified School District counts as 1 word]

If the election were held today, would you vote yes or no on this measure? Would that be definitely (yes/no) or probably (yes/no)?

	November 2012	June 2012
Definitely Yes	47%	42%
Probably Yes	21%	24%
Probably No	9%	10%
Definitely No	15%	19%
DK/NA	9%	6%

3. Whether local schools can generate funding to preserve core academics, restore class sizes, and retain qualified teachers will depend on the tax rate approved by voters.

If you heard that the tax for a homeowner would be _____ dollars a year, would you vote yes or no on this ballot measure? Is that definitely (yes/no) or probably (yes/no)?

November 2012	Definitely Yes	Probably Yes	Probably No	Definitely No	DK/NA
3A. \$110	30%	20%	20%	26%	4%
3B. \$97	43%	18%	14%	21%	3%
3C. \$84	49%	15%	13%	19%	4%
3D. \$71	52%	14%	11%	18%	4%
3E. \$58	60%	13%	9%	15%	3%
June 2012					
3A. \$110	28%	18%	19%	30%	5%
3B. \$97	36%	20%	13%	27%	4%
3C. \$84	43%	17%	14%	23%	4%
3D. \$71	45%	15%	14%	23%	4%
3E. \$58	52%	16%	10%	21%	2%

4. The Hayward school measure we've been discussing would fund programs and services in local schools and preserve quality education. For each of the following programs, please tell me if it would make you more or less likely to vote for the measure.

If you heard the funds would _____, would you be more or less likely to vote for the measure? Is that much (more/less) likely or somewhat (more/less) likely?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	Somewhat Less Likely	Much Less Likely	DK/NA
4A. Protect reading, writing, and math programs for students in all grades	1.4	66%	17%	11%	2%	3%	1%
4B. Enhance classroom computers and technology instruction for students	1.3	61%	20%	10%	3%	5%	1%
4C. Update textbooks and educational materials	1.3	61%	18%	11%	4%	5%	2%
4D. Modernize science programs and provide hands-on science classes and labs	1.4	63%	20%	10%	3%	4%	1%
4E. Maintain reading and language programs for students who are learning English	1.2	57%	21%	10%	5%	6%	1%
4F. Provide career-development and vocational job-training programs for high school students	1.3	61%	17%	12%	4%	5%	2%
4G. Restore music and art programs	1.2	56%	19%	15%	4%	5%	1%
4H. Maintain college preparation programs and resources for high school students	1.3	63%	18%	12%	3%	5%	1%
4I. Restore smaller class sizes	1.2	60%	18%	10%	5%	6%	1%
4J. Attract and retain qualified teachers	1.4	66%	15%	11%	3%	4%	1%
4K. Protect sports and after school programs to keep our kids safe and off the streets	1.2	58%	19%	12%	5%	5%	1%
4L. Maintain school counseling programs, including support for students at risk of failure or dropping-out	1.3	59%	21%	11%	4%	5%	1%
4M. Maintain academic counseling programs to promote student achievement, graduation, and pursuit of high-paying jobs	1.3	60%	20%	12%	2%	5%	1%
4N. Keep school libraries open and maintain library services and materials	1.3	63%	18%	10%	4%	4%	1%
4O. Prepare students for success in high school	1.3	60%	20%	11%	4%	4%	1%
4P. Maintain music, foreign language and arts in the middle schools	1.1	55%	18%	13%	5%	7%	2%

Godbe Research
Hayward Unified School District - 2011 Revenue Measure Feasibility Survey

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	Somewhat Less Likely	Much Less Likely	DK/NA
4Q. Provide programs for all elementary and middle school students to help them meet State academic standards and succeed in high school	1.3	63%	18%	10%	5%	5%	1%
4R. Maintain school site personnel including custodians, library specialists and school secretaries	1.1	50%	24%	12%	5%	6%	2%

5. Voters will hear arguments from supporters in favor of the Hayward school measure we have been discussing. As I read each of the arguments for the measure, please tell me if you would be more likely to vote "YES" on the measure, given the argument.

Here's the (first/next): _____. Does hearing this make you much more likely or somewhat more likely to vote "YES" – or does it have no effect on your opinion?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	DK/NA
5A. By law, no money from this measure can be used for administrator salaries or administration	1.4	63%	14%	22%	1%
5B. This measure requires citizens' oversight and annual audits to keep the School District accountable for how the funds are spent	1.4	61%	13%	25%	1%
5C. Every penny from this measure will benefit local schools. No funds will go to the State	1.4	65%	12%	22%	1%
5D. The quality of local schools contributes to the value of our homes. Good schools make our neighborhoods more desirable and protect our property values	1.4	61%	14%	24%	1%
5E. This measure provides for an exemption for senior citizens, so that it is not a burden to seniors living on a fixed income	1.3	60%	14%	26%	0%
5F. Restoring smaller class sizes will ensure that students get the individual attention they need from teachers	1.4	59%	17%	23%	1%
5G. Quality education starts with quality teachers. This measure will help attract and retain well-qualified teachers	1.3	58%	16%	25%	1%
5H. The State has cut funding to local schools by more than \$26 million dollars over three years and may take another \$6 million dollars from the District in the spring	1.2	49%	16%	30%	5%
5I. This measure will not prevent all of the cuts at our local schools, but it will prevent the most devastating cuts to academic programs and teachers	1.3	55%	17%	26%	2%
5J. Because of State cuts, the District has very limited reserves	1.2	49%	17%	32%	2%
5K. The classes funded by this measure will help students who are behind in reading and math catch up to their grade level	1.4	61%	17%	21%	1%
5L. The science, math, and technology programs funded by this measure will better prepare our students to go on to college and high-paying, 21 st century jobs	1.4	61%	17%	21%	1%

6. Voters will hear arguments from opponents against the school measure we have been discussing. As I read each of the arguments against the measure, please tell me if you would be more likely to vote "NO" on the measure, given the argument.

Here's the (first/next) _____. Does hearing this make you much more likely or somewhat more likely to vote "NO" – or does it have no effect on your opinion?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	DK/NA
6A. If the School District managed its budget more efficiently, we would not have to pay more in taxes	.8	28%	23%	42%	7%
6B. School administrators are paid too much	.9	31%	20%	44%	5%
6C. Funds from this measure will not go to my neighborhood school	.8	30%	17%	48%	5%
6D. The district just got a \$205 million dollar property tax increase for buildings in 2008. We can't afford any more taxes	.9	32%	20%	43%	4%
6E. With the current economic crisis, stagnant home prices, and continued high unemployment, now is not the right time to raise taxes	.8	30%	17%	50%	3%
6F. There are no rules that direct the spending of the money raised by this measure, and no guarantee that the funds will be spent as promised	1.0	34%	25%	36%	5%
6G. Property owners who do not have children in school should not have to pay this tax	.6	24%	12%	60%	3%
6H. The School District should increase test scores and ratings before asking voters to approve a tax	.6	24%	14%	59%	4%

7. Now that you have heard more about the measure, let me read you a summary of the proposal again:

To protect local schools from severe State budget cuts and protect critical school programs, including:

- math, reading, writing, and hands-on science classes and labs;
- restoring smaller class sizes;
- supporting libraries, art and music programs; and
- attracting, recruiting and retaining qualified teachers;

shall Hayward Unified School District levy an education parcel tax of \$97 dollars annually, exempting senior citizens, with independent citizens' oversight, and all money for classroom-related uses in Hayward schools? [72 WORDS; "Hayward Unified School District counts as 1 word]

If the election were held today, would you vote yes or no on this measure? Would that be definitely (yes/no) or probably (yes/no)?

	November 2012	June 2012
Definitely Yes	50%	42%
Probably Yes	24%	24%
Probably No	7%	9%
Definitely No	16%	21%
DK/NA	3%	5%

8. The duration of the school measure to preserve core academics, maintain class sizes, and retain qualified teachers has yet to be decided.

If you heard that the tax would _____, would you vote yes or no on this ballot measure? Would that be definitely (yes/no) or probably (yes/no)?

November 2012	Definitely Yes	Probably Yes	Probably No	Definitely No	DK/NA
8A. last 9 years	35%	20%	14%	24%	6%
8B. last 7 years	39%	22%	13%	21%	5%
8C. last 5 years	53%	17%	8%	17%	5%
June 2012					
8A. last 9 years	30%	18%	16%	28%	8%
8B. last 7 years	33%	20%	15%	26%	6%
8C. last 5 years	45%	16%	10%	22%	6%

BOND – SPLIT SAMPLE B (n=405)

9. In the coming months, voters in your area may be asked to vote on several ballot measures. Let me read you the summary of one of these potential measures:

To protect quality education and student safety at local schools, with funding that cannot be taken by the State, shall Hayward Unified School District:

- Modernize, renovate and replace aging classrooms, bathrooms, and roofs;
- Provide modern classroom technology, science labs and computers; and
- Modernize facilities to meet safety codes;

by issuing \$195 million dollars in bonds at legal rates, with independent audits, oversight, no money for administrators, and all funds staying local? [71 words; Hayward Unified School District counts as 1 word]

If the election were held today, would you vote yes or no on this measure? Would that be definitely (yes/no) or probably (yes/no)?

	November 2012	June 2012
Definitely Yes	44%	42%
Probably Yes	30%	29%
Probably No	5%	5%
Definitely No	10%	15%
DK/NA	11%	8%

10. Right now, the exact tax rate has not been decided to fund the repair and replacement of deteriorated and worn out classrooms, restrooms and school facilities to improve quality of education.

If you heard that the property tax increase for a homeowner would be _____ per \$100,000 dollars in assessed value, would you vote yes or no on this ballot measure? Is that definitely (yes/no) or probably (yes/no)?

November 2012	Definitely Yes	Probably Yes	Probably No	Definitely No	DK/NA
10A. \$64 dollars a year (Note--Exceeds Limit for Methodology Purposes)	34%	20%	13%	26%	6%
10B. \$59 dollars a year	39%	17%	12%	25%	7%
10C. \$54 dollars a year	40%	17%	11%	25%	7%
10D. \$49 dollars a year	44%	17%	9%	23%	7%
10E. \$45 dollars a year	46%	18%	7%	21%	7%
June 2012					
10A. \$64 dollars a year (Note--Exceeds Limit for Methodology Purposes)	30%	22%	13%	28%	7%
10B. \$59 dollars a year	35%	19%	13%	27%	6%
10C. \$54 dollars a year	37%	19%	13%	25%	6%
10D. \$49 dollars a year	42%	17%	10%	25%	7%
10E. \$45 dollars a year	44%	18%	7%	24%	7%

11. The school measure we've been discussing would fund projects in local schools and improve the quality of education. For each of the following projects, please tell me if it would make you more or less likely to vote for the measure.

If you heard the funds would _____, would you be more or less likely to vote for the measure? Is that much (more/less) likely or somewhat (more/less) likely?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	Somewhat Less Likely	Much Less Likely	DK/NA
11A. Replace outdated electrical, plumbing, and heating and ventilation systems	1.2	52%	26%	10%	6%	5%	1%
11B. Improve energy efficiency	1.0	46%	25%	10%	8%	6%	5%
11C. Repair or replace deteriorating restroom facilities	1.1	49%	28%	7%	8%	5%	3%
11D. Repair or replace leaking and aging roofs	1.2	52%	27%	10%	5%	5%	1%
11E. Upgrade classrooms and restrooms to provide access for students with disabilities	1.2	52%	25%	9%	7%	5%	3%
11F. Improve security systems, cameras, alarms, and exterior lights to improve student safety	1.0	48%	26%	11%	7%	7%	2%
11G. Build a new middle school	.5	33%	20%	11%	18%	11%	8%
11H. Enhance earthquake and building safety	1.1	50%	24%	12%	6%	6%	2%
11I. Provide modern fire-detection, alarms, and emergency communications systems at all schools	1.1	50%	26%	10%	6%	6%	1%
11J. Upgrade science classrooms and labs	1.2	53%	23%	11%	5%	6%	2%
11K. Provide health and athletic facilities	.9	40%	27%	14%	9%	7%	3%
11L. Provide school library facilities and technology	1.2	52%	27%	11%	6%	4%	1%
11M. Provide modern classroom technology and computers to all schools	1.2	53%	25%	11%	4%	6%	2%
11N. Build a new elementary school	.5	33%	19%	12%	16%	12%	8%
11O. Provide adequate classroom teaching tools and equipment to all schools	1.2	54%	24%	9%	6%	4%	3%
11P. Provide specialized music and performing arts facilities	.8	40%	27%	11%	9%	10%	2%
11Q. Build a new high school	.5	32%	19%	10%	20%	11%	8%

12. Voters will hear arguments from supporters in favor of the school measure we have been discussing. As I read each of the arguments for the measure, please tell me if you would be more likely to vote "YES" on the measure, given the argument.

Here's the (first/next): _____. Does hearing this make you much more likely or somewhat more likely to vote "YES" – or does it have no effect?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	DK/NA
12A. By law, no money from this measure can be used for administrator salaries or administration	1.4	60%	17%	21%	2%
12B. This measure requires citizens' oversight and annual audits to keep the School District accountable for how the funds are spent	1.3	55%	20%	22%	3%
12C. Every penny from this measure will benefit local schools. No funds will go to the State	1.4	62%	17%	20%	1%
12D. The quality of local schools contributes to the value of our homes. Good schools make our neighborhoods more desirable and protect our property values	1.4	58%	21%	20%	2%
21E. The new elementary and middle school classrooms will have modern technology and science equipment to better prepare students for high school	1.4	55%	21%	21%	4%
12F. High school science labs are outdated. This measure will provide the needed space and equipment for hands-on science labs	1.4	58%	19%	20%	3%
12G. The classroom computers, and technology funded by this measure will better prepare our students to go on to college and high-paying, 21 st century jobs	1.3	54%	22%	22%	2%
12H. The majority of schools are more than 50 years old	1.3	52%	20%	26%	3%
12I. This measure will improve student safety by providing modern fire-detection and alarms, emergency communications systems, and security systems	1.3	53%	21%	24%	2%
12J. Improving energy efficiency of school buildings and installing solar panels at local schools is projected to save one million dollars a year. That money can be used in our schools to maintain small class sizes and retain qualified teachers	1.3	55%	20%	22%	3%
12K. This measure will create hundreds of local construction jobs and boost the local economy	1.4	60%	17%	20%	3%
12L. The District has managed the Measure I bond funds well with all projects on-time and on-budget	1.1	38%	25%	28%	9%

13. Voters will hear arguments from opponents against the school measure we have been discussing. As I read each of the arguments against the measure, please tell me if you would be more likely to vote "NO" on the measure, given the argument.

Here's the (first/next): _____. Does hearing this make you much more likely or somewhat more likely to vote "NO" – or does it have no effect?

	Mean Score	Much More Likely	Somewhat More Likely	No Effect	DK/NA
13A. If the School District managed its budget more efficiently, we would not have to pay more in taxes	.9	30%	20%	44%	6%
13B. School administrators are paid too much	.8	27%	20%	45%	7%
13C. Funds from this measure will go to schools in other communities in the School District. Our tax dollars should go to our neighborhood schools only	.9	36%	20%	42%	3%
13D. The district just got a \$205 million dollar property tax increase for buildings in 2008. We can't afford any more taxes	.9	37%	18%	42%	4%
13E. With the current economic crisis, stagnant home prices, and continued high unemployment, now is not the right time to raise taxes	.9	32%	20%	44%	3%
13F. The District just built three new schools. Why do they need more money from taxpayers	.9	32%	20%	43%	5%
13G. Our property taxes are already too high	.8	31%	20%	47%	3%

14. Now that you have heard more about the measure, let me read you a summary of the proposal again:

To protect quality education and student safety at local schools, with funding that cannot be taken by the State, shall Hayward Unified School District:

- Modernize, renovate and replace aging classrooms; bathrooms, and roofs;
- Provide modern classroom technology, science labs and computers; and
- Modernize facilities to meet safety codes;

by issuing \$195 million dollars in bonds at legal rates, with independent audits, oversight, no money for administrators, and all funds staying local? [70 words; Hayward Unified School District counts as 1 word]

If the election were held today, would you vote yes or no on this measure? Would that be definitely (yes/no) or probably (yes/no)?

	November 2012	June 2012
Definitely Yes	41%	40%
Probably Yes	28%	26%
Probably No	7%	9%
Definitely No	19%	21%
DK/NA	5%	4%

IMPRESSION OF SCHOOL DISTRICT (n=804)

15. Overall, do you have a favorable or unfavorable opinion of the job the Hayward Unified School District is doing to provide a quality educational experience to the students in our community? Is that very (favorable/unfavorable) or somewhat (favorable/unfavorable)?

	November 2012	June 2012
Very favorable	18%	16%
Somewhat favorable	29%	30%
Somewhat unfavorable	12%	15%
Very unfavorable	16%	15%
Don't know/No opinion	24%	24%
Refused	1%	0%

16. Do you have a favorable or unfavorable opinion of the job the Hayward Unified School District is doing to effectively manage and spend taxpayer dollars and public funds? Is that very (favorable/unfavorable) or somewhat (favorable/unfavorable)?

	November 2012	June 2012
Very favorable	13%	12%
Somewhat favorable	20%	20%
Somewhat unfavorable	15%	16%
Very unfavorable	17%	19%
Don't know/No opinion	34%	32%
Refused	1%	1%

DEMOGRAPHICS

Now, just a few background questions for comparison purposes.

A. Do any children under the age of 18 live in your household?

Yes	28%
No	72%
DK/NA	0%

B. [IF QA = YES] What are the ages of the children living in your household? [Multiple responses permitted.]

0 to 4 years (pre-school)	30%
5 to 11 years (grade-school)	37%
12 to 13 years (middle-school)	20%
14 to 17 years (high-school)	39%
DK/NA	2%

C. Do you or a member of your household belong to a labor union?

Yes	19%
No	80%
DK/NA	1%

D. Respondent's Gender [Recorded from voice]

Male	45%
Female	55%

Information from Voter File

All information presented below was included in voter registration records, and these items were not asked during interviews.

E. Age

18 to 29	15%
30 to 39	15%
40 to 49	18%
50 to 64	31%
65 and over	21%

F. Homeownership Status

Owner	61%
Renter	39%

G. Party

Democrat	63%
Republican	15%
Other	4%
DTS	18%

H. Household Party Type

Democrat (1)	32%
Democrat (2+)	21%
Republican (1)	6%
Republican (2+)	4%
Other (1)	11%
Other (2+)	5%
Democrat & Republican	5%
Democrat & Other	11%
Republican & Other	3%
Mixed	3%

I. Registration Date

2009 to present	21%
2005 to 2008	34%
2001 to 2004	13%
1993 to 2000	15%
1980 to 1992	11%
1979 or before	7%

J. Voting History

	No	Poll	Mail
Voted 6/06	65%	14%	20%
Voted 11/06	43%	27%	30%
Voted 2/08	37%	34%	29%
Voted 6/08	68%	13%	19%
Voted 11/08	13%	47%	41%
Voted 5/09	65%	12%	23%
Voted 6/10	60%	16%	24%
Voted 11/10	22%	37%	41%

K. Times Voted in Past Elections

1 of 9	16%
2 of 9	15%
3 of 9	10%
4 of 9	11%
5 of 9	9%
6 of 9	7%
7 of 9	8%
8 of 9	9%
9 of 9	16%

L. Absentee Voter

1 of 9	24%
2 of 9	12%
3 of 9	11%
4 of 9	11%
5 of 9	4%
6 of 9	6%
7 of 9	8%
8 of 9	10%
9 of 9	13%

M. Likely June 2012 voter

Yes	48%
No	52%

N. Likely Mail Ballot Voter

Yes	TBD
No	TBD

O. Permanent Absentee Voter

Yes	51%
No	49%

P. Likely Absentee Voter

Yes	TBD
No	TBD

Q. Area

Area TBD	TBD
Area TBD	TBD
Area TBD	TBD
Area TBD	TBD
Area TBD	TBD

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: **Superintendent**
SUBMITTED BY: **Dr. Donald Evans, Superintendent**
SUBJECT: **ANNUAL COUNCIL OF URBAN BOARDS OF
EDUCATION CONFERENCE**
BOARD GOAL: **N/A**

PURPOSE OF PRESENTATION

To provide an overview of the best practices learned at the NSBA Urban Leadership Conference

HISTORY/BACKGROUND

The National School Boards Association conducts several conferences and workshops specifically focused on Urban Education. This year's annual conference was held October 6 - 8, 2011 in New Orleans, Louisiana. Board members Will McGee and Luis Reynoso along with a staff member attended the conference.

Through individual workshops, school site visits and highlighting schools in urban settings that are successfully meeting the needs of their students, BOE members have gained insight to support the district initiatives. Tonight the BOE members that attended the conference will highlight their experience and relate the best practices from other districts.

IMPLEMENTATION

N/A

RECOMMENDATION

Report Only

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

Operation Overload

If your board is trapped in the operational weeds, you're not providing the leadership your district needs. Training, structure, and focus can help you avoid being overwhelmed by day-to-day management issues

Del Stover

You're sitting through your third meeting this month, and the clock is edging toward midnight. Your colleagues have spent the past hour debating personnel issues and minor contracts—issues best left to the superintendent. You're tired. You feel overwhelmed. You wonder how you're going to make it through another year with this workload—and the frustration that the board isn't making the headway you'd expect.

If this situation mirrors your own experiences as a board member, you're not alone. Plenty of school boards out there are wearing themselves down with too much work, says Jeff Cohn, a training specialist with the Illinois Association of School Boards. And invariably, he adds, that extra work is doing little to make your district more successful.

"Out of every 10 school boards, three or four really get into things they shouldn't," he says. "They're obsessing on means instead of obsessing on ends, and that really does interfere with their ability to look forward. When you're obsessed on means rather than ends, the means take up a tremendous amount of time."

How do school boards fall into that exhausting trap? Most

Successful, high-achieving school boards aren't overworked, but they're busy—very busy— when they stick to their governance role.

often, say board veterans, it occurs when you don't stick to your governance role—and instead turn your attention and energy to secondary issues. Call it what you will: Boards micromanage. They allow themselves to be distracted by day-to-day operational issues. They react to every community complaint. They get down in the weeds instead of soaring at 30,000 feet, where they belong.

The irony for these boards—slowly being worn down by an endless cycle of meetings, fuzzy goals, and week-to-week crisis management—is that all of their effort counts for little. Meanwhile, successful, high-achieving school boards aren't overworked, Cohn says. But they're busy—very busy—when they stick to their governance role: creating the district's vision, writing a strategic plan, adopting policies to move that plan forward, holding the superintendent accountable, and rallying community support.

It isn't rocket science, and most school boards "seem to get it," Cohn says. "I see a great majority of boards doing good board work, working through their superintendent, allowing the superintendent to manage ... doing good governance. They are very busy just doing those things."

Human nature

So why would any sensible board take on tasks that wear them down and distract them from what really matters?

Look at the people who seek out board service, say school board veterans. They like to get involved and get things done. They want to make a difference. They see problems and want to fix them.

At the same time, these determined individuals have little or no governance experience. They understand the basics of policymaking, but they can struggle with the skills needed to work as a team of equals that focuses on vision and goals, monitors and thinks strategically, and delegates the details. This is an entirely different way of working, and

not everyone learns this approach easily or readily.

"I'm a doer," admits Kathy Swope, board president in Pennsylvania's Lewisburg Area School District. When she first came on to the board, she had trouble with the amount of time it took to get things done. "I wanted us to do it tomorrow ... but my superintendent [says] that a school district isn't like a speedboat. It's like an ocean liner. It takes a long time to turn and change direction. That can be a tough idea to accept."

That's why the Lewisburg school board tries to inculcate new board members into the realities of their responsibilities with a two-and-a-half hour orientation session with the board president and superintendent, Swope says. "We share our philosophy, our culture ... that we want to be a top-notch board in implementing board practices, and we talk about what an effective board member looks like in Lewisburg."

Sometimes nothing will change the opinion of board members with burning personal agendas or the conviction that their areas of professional expertise ably suit them to serve as a public watchdog. But Deb Gurke, director of board governance and leadership development with the Wisconsin Association of School Boards, recommends that the entire board sit down annually and review the policies that dictate how it operates—and seek some consensus on how members will work together in the year ahead.

"Even if you don't always agree, set the ground rules," Gurke says. Those ground rules include figuring out how to handle agenda items. What should be done when board members disagree? Who will talk to the media? "You can't play baseball if you don't know the rules, and you really can't play at boardmanship if you don't know the rules," she says.

The agenda

When it's time to discuss those rules, start with a closer look at how you conduct board meetings, say school governance experts. Long meetings are not uncommon when the annual budget is under review, of course, but most monthly meetings seldom should exceed two or three hours. And a red flag should go up if the board meets more than twice a month.

Look at what's on your meeting agendas, says Timothy Kremer, executive director of the New York State School Boards Association. Although the board might be legally required to approve contracts and make other decisions, no law says members need to wait until a meeting to ask questions of staff. Prior to meetings, board members should receive the necessary information to make a decision. Deal with these matters in a concise manner, and the rest of the meeting can be devoted to issues related to the district's strategic direction.

"I see too often boards of education spending a lot of

time on personnel matters that frankly are not where they belong," Kremer says. "By doing that ... they aren't spending the necessary time on necessary things related to educational outcomes."

Sometimes the superintendent is as much to blame as the board, Kremer adds. "I have superintendents who will, from time to time, ask my help because their board is micromanaging. So I ask them to show me a copy of the agenda that they use during board meetings, and it is almost always loaded with all this operational activity ... this management stuff."

What those agendas do is invite the board to dabble in the superintendent's level of operations, he says. The superintendents are saying: "This is the important stuff. This is what I value. This is what you should be paying attention to. Then they complain that the board is paying attention to it."

On a highly effective school board, the superintendent and president develop an agenda—with input from other board members—that focuses on policymaking and strategic matters, not management details, veteran board members say.

That happens in Lewisburg, Swope says. "It's our obligation to keep the focus on what we're trying to achieve—our vision and strategic plan. We actually devote on our agenda every month ... items that deal with teaching and learning."

Good practices

To maintain focus, Lewisburg's board also creates an agenda calendar, with the goal that key strategic initiatives and board priorities are revisited every year. Reviewing the district budget is an obvious example, but Swope says the board also might set aside time one month to look at, for example, the progress of a pilot pre-k program.

"When we do the calendar for the next school year, we put on there ... anything we don't want to lose sight of," she says. "It helps keep our focus on governance as a board and keep the focus on what we do—to be teaching and learning—so we don't get caught up in bus stops and some of the other issues that I call derailers, issues that will take you in a different direction."

Even the most efficient board can't always wrap up its business in a single evening. Some boards schedule a second monthly meeting—a working session—just to hear reports or discuss policy issues that aren't ready for formal action. In Palm Beach County, Fla., says board member Karen Brill, the board sometimes meets simply to educate itself about new instructional technologies or to brush up on its governance skills.

Meanwhile, some boards rely on committees to take the workload off regular meetings. But committees are controversial. While some board veterans and governance consultants believe committees are essential, others warn that they also can create a temptation to meddle.

Warning signs

Although it can be painfully obvious when your school board is tackling too much, you might be reluctant to label your board as overwhelmed. Here are signs that governance experts suggest should raise a red flag:

■ **Long meetings:** If you're confronting a controversy or struggling with a budget deficit it's no surprise your board is exhausting itself. But, if meetings regularly last more than two to three hours, rethink what you're putting on the agenda.

■ **Lots of meetings:** The same logic applies. With few exceptions, one regular board meeting a month—and perhaps a monthly working session—gives you plenty of time to get your work done. Perhaps you're straying from the big picture?

■ **Lack of goals:** You need to focus on moving forward the district's strategic goals and the board's priorities for the year. If much of your time is spent on more mundane matters, the board may be allowing itself to be distracted.

■ **Too much micromanaging:** It's inevitable that your board will focus on issues that, strictly speaking, don't deal with policy and governance matters. But if it's happening too much, there's a problem.

■ **Weak evaluations:** If the superintendent isn't being evaluated on very specific goals and expectations then no one is really certain where the superintendent is supposed to direct his or her energies. Likewise, if the board isn't measuring its own success in moving toward specific goals, there's also no guarantee the district is moving forward.

■ **Wasted time:** If the board regularly spends a lot of time on minor business, such as quibbling over a lawnmower purchase, you're definitely lost in the weeds. Revisit your procedures on conducting a meeting.

■ **Overly responsive:** You should be concerned with community problems and issues. But if the board is constantly reacting to events, then it doesn't have—or isn't following—policies and procedures that should direct such matters to the administration. Most issues shouldn't come to the board until the administration has responded.

■ **No one talks policy:** If your board doesn't annually review its policies on how it conducts business—or seldom adopts policies to move forward the board's priorities—then administrators aren't getting their marching orders. And the board isn't advancing its strategic goals.

■ **Lack of accountability:** If the board isn't reviewing benchmarks that measure progress, how is it spending its time? Holding the superintendent accountable for reaching district goals is one of the board's most important duties.

■ **Too many executive sessions:** Unless your district is involved in litigation, the board does not need to conduct business out of the public eye. If you're going into executive session constantly to review personnel decisions, ask if the board is second-guessing the superintendent—or whether you've simply forgotten your role. The school board is only one employee.

"I don't think the committee structure is a good thing for school boards," Gurke says. "They kind of lead you into micromanaging. If you have a curriculum committee, what are they going to talk about? What [about the curriculum] does the board need to talk about more than one or two times a year?"

The bottom line is that board members constantly will struggle with the task of trimming their to-do list. But, although it's easy to talk about "sticking to policy" or "staying out of management matters," it's not always clear how to draw a sharp line between the two. Sherri Ciurlik, a school board member in Clover, S.C., recalls raising con-

Dealing with the 'Key Work'

No question, school board members work hard. But how do you know if your efforts are focused correctly? How do you ensure that you spend time as efficiently and effectively as possible?

Those questions have no easy answers, but you'll find some guidance by reading NSBA's *Key Work of School Boards*, a framework that can help you focus your efforts for maximum effectiveness. If much of how your board spends its time aligns with the Key Work, then it's probably moving in the right direction.

The eight components of the Key Work framework are:

■ **Vision:** The board must set expectations for student achievement five to ten years ahead. Set objectives, such as deciding whether to make a priority out of boosting student literacy or introducing 21st century skills to the curriculum. Determine what tasks are ahead. If the district is growing are more schools needed? If the number of non-English-speaking students is increasing, how will you respond?

■ **Standards:** Articulate the educational expectations for students. The board needs to ensure that the district quantifies what students should know and be able to do. Many boards look at their state standards as a basic foundation but



measure progress. Student outcomes need to be measured so school officials can identify the academic program's weak areas and student populations that are falling short. Require that multiple assessments are used and that what's being measured is what's supposed to be taught.

■ **Accountability:** Assign responsibility for educational outcomes. Set specific improvement goals for your superintendent and examine data regularly to see that progress is being made. If goals aren't being met, your board must decide how to respond—whether it's through personnel changes, an injection of new resources, or a new plan of action.

■ **Alignment:** Don't set a goal of improving student literacy if you can't back up that expectation with the necessary resources. Make sure the necessary plans and initiatives are in place to advance

incorporate additional expectations, such as determining what level of foreign language or math instruction is appropriate.

■ **Assessment:** To know if the district is heading in the right direction, the board must ensure that the right tools are available to

district goals. If higher test scores are a priority, then what's taught in the classroom should be aligned with what's tested on state exams.

■ **Climate:** Students thrive in a school environment of successful teaching and learning. The board should articulate the values and beliefs that will shape student and staff behavior and district practices. Through policies and actions, district leaders set a tone, and they should be conscious of how they conduct themselves and communicate their values and beliefs.

■ **Collaboration and community engagement:** You are the community's educational leaders, and it's your role to explain the board's vision for the district. You also will help build community support for that vision so it will move the district forward. Encourage district partnerships with parents, business and political leaders, media representatives, and other community members.

■ **Continuous improvement:** The board's role is to push to keep raising standards and improving student achievement. Look at data and seek ways to help the board and district staff refine and strengthen existing programs as well as implement new programs and initiatives that will advance the district's mission.

More on the Key Work of School Boards can be found at www.nsba.org/keywork.

cerns about block scheduling at her high school.

At first glance, the schedule might well be considered a management decision. But Ciurlik says she was concerned that some students were spending a quarter of the academic year in band and chorus lessons. To her, that raised questions about whether the school's scheduling was aligned with the board's priorities regarding academic achievement in core subjects.

"What is it as a board we're saying is valued?" Ciurlik asks. "That, to me, is the board's place to step in ... the board articulates its mission in your vision statement—what you want to be as a school district—and if what you're doing doesn't fall into that, you have to look at that."

Under the gun

The reality is that school boards always will be inundated with temptations to dabble in matters best left to management. For example, whether you're talking to your next-door neighbor or you're accosted in the grocery store, community members will ask you to deal with their problems. They will, in essence, ask you to commit the sin of micromanagement.

"The community pulls them there," Gurke says. "People have a complaint, and they want their board members to do something about it."

As they should, board members want to help. So it's important to adopt agreed-upon procedures for handling such requests—procedures to guide board members in how to direct a concern to the appropriate administrator. If a parent has a problem with a teacher, you should have a set response: Did they talk to the teacher? If that didn't work, did they talk to the principal?

The reality, as we all know, is that board members aren't the people to fix such problems, Gurke says. Board members lack the authority and expertise. But with a clear procedure for getting people the help they need, board members have "a good way to stay out of that micromanaging stuff."

And it's important to hammer that point home. You really don't need another monkey on your collective backs. Eventually, you'll become comfortable with this approach.

"People can get a little bit angry," Ciurlik says. "But I'm getting very good at steering people to the right person to talk to." Most people, she says, just want to be heard. "If you can follow up and show them, yes, you're listening and doing what you can do, they're fine. ... If I say, 'I can direct you to the right person,' then they're OK with it."

Similar ground rules are important for dealing with colleagues, Swope says. A quick way to drag a school board off course is when individual members make demands for information, thus creating more work for administrators and eventually forcing the entire board to address the issue. Far better, she says, is a policy that requests to the administration must be made by the entire board.

"When a board does not function collectively, they cannot be effective," she says. "What you end up having is an administration that is responding to individual requests ... and you can see where that would be a problem. So it's really important for boards to function and act collectively rather than have individuals dictate how the administration spends its time."

Finding help

An irony of school governance is that boards needing the most help in doing their jobs also are the ones that typically are ambivalent to training. That's why so many of them find themselves immersed in management issues, bickering out of frustration, and drifting from a lack of clear goals.

It's so unnecessary, school governance experts say. Every state school boards association has staff available to help you learn how to shed an onerous workload—and refocus your efforts on becoming more effective.

"I'm a huge believer in professional development," says Sandi Barry, board president in Caroline County, Md., and a staff member at the Maryland Association of Boards of Education. Participation in state association leadership training programs is helpful, even if the full board doesn't attend.

Of course, such training is most effective when the entire board participates, Gurke says.

"They probably all ran for the school board because they want to make a difference, and in order to do that, they really need to be leaders, not managers," she says. "So, we in Wisconsin are really trying to push this leadership idea—a type of leadership where you're not telling people what to do. Effective leaders are great communicators, and they create the context that allows people to bring their disparate perspectives together to solve problems."

Training also can help board members understand the true power—and efficiency—of governance. Plenty of evidence shows that boards that truly understand how to use policy to drive reform are very busy—and highly effective. And evidence also shows that boards that get caught up in day-to-day operational issues, lack direction, and let themselves be distracted by the crisis of the week soon leave their district adrift.

"They're missing the big picture," Barry says. "They're not at that higher level of governance and leadership that lets them direct the school system in the large way. If you're worrying about the elementary school curriculum or lights at the stadium or the salary of one administrator, if you're down in those weeds, you're not providing the leadership that the whole school system needs. You're too busy with details, and you will burn out." ■

Del Stover (dstover@nsba.org) is a senior editor of *American School Board Journal*.



CUBE Conference

CUBE Conference, 2011

Council of Urban Boards of Education

- Council of Urban Boards of Education established in 1967
- National School Boards Association
- Mission - To create opportunities for urban school board leaders to gain the knowledge and skills necessary to be effective policy makers and advocates for excellence and equity in public education

Presented By Mr. Luis Reynoso, Mr. William McGee, and Mrs. Donna Becnel

CUBE Conference

- Attendees from around the Country.
- Full School Boards, Staff from Districts.
- Focused Training and Discussion Relevant for Board Members who Govern Urban School Districts.

General Session - Common Themes

- Role of the School Board
- Policy Leadership vs Operational Leadership
- Catalyst for Dialog and Building Consensus
- What is the Measure of Success
- Making Criteria and Rewards Clear
- Learning How to Ask the Right Question
- Creating a Culture of Good Question
- Accountability, Data-driven Decision Making

Excellence Awards

- Mesquite Independent School District - Texas
- Boston Public Schools - Mass
- Washoe County School District - Nevada

Awards Criteria

- Excellence in School Board Governance
- Building Civic Capacity
- Closing the Gap - Equity in Education
- Demonstrated Success of Academic Excellence

Common Themes in Award Winners

- Training, coaching and ongoing support for administrators, teachers and support staff
- Focused efforts on building pathways/academies at High Schools
- School Boards work as a team with the Superintendent and maintain the role as policy makers

New Orleans Area

- Orleans Parish Public Schools, Jefferson Parish Public Schools
- State Takeover of Schools after Katrina
- Local schools outperforming state schools
- Reform Efforts

School Visit

- Eleanor Laura McMain Secondary School.
- Rigorous college preparatory and honors curriculum is offered to prepare students for post secondary institutions and to obtain marketable skills in a competitive society.
- 700 students, grades 7-12, African American, Asian, and Latino.

School Visits

- Mary Bethune Elementary Literature/Technology School
- Gentleman of Distinction
- Laptops for every 4th grade student
- All 6th graders read at least at the basic level with 62% reading at the advanced level (compared to 4% statewide)

Closing comments ~ next steps

- Schedule Board Visit to Washoe County School District.
- Explore joint ventures with school districts in the area.
- Board members explore training in addition to traditional CSBA.

THE FOUR CORE AREAS OF URBAN SCHOOL BOARD GOVERNANCE

Criteria 1 and 2 must be demonstrated by all applicants – supporting the belief that excellence in school board governance and building civic capacity are essential for success:

1. EXCELLENCE IN SCHOOL BOARD GOVERNANCE

School boards are:

- Elected or appointed as the governing body to set policy and establish district wide goals for student achievement
- Asked to hire and direct the superintendent
- Held accountable to the community who elected them.
- Setting and following a vision for its governance role.

Your district application must address your success related to board performance, and describe how your governance team demonstrates strong leadership.

2. BUILDING CIVIC CAPACITY

- Has community support increased?
- Is the community an ally in advocating for your district?
- Do you provide excellence and equity in educating the public school children of your community?
- What specific actions has your board implemented to achieve success?

The actions you take as a board to engage discussion, involve members of the community in the decision making processes, and make use of the assets available to you in your community demonstrate your ability to bring people together. Your district application must address your board's success related to engaging the community.

Applicants must be able to show the correlation between board work and student success. Please include narrative information that describes school board efforts as well as supporting materials that best express student performance, including, but not limited to a five year district profile, board meeting agendas, district publications, self-evaluation materials, and examples of efforts made to provide equity while closing the gap of economic disparity.

3. CLOSING THE GAP - EQUITY IN EDUCATION

- What strategies have we implemented in our district to narrow the achievement gap for isolated groups of students who have historically had limited access to the full range of educational opportunities or depth of challenging curriculum?
- When we analyze data according to race, ethnicity, poverty, language acquisition and special needs, do achievement disparities negatively impact educational outcomes for children in these groups on a consistent basis?

Your district must address your board's success related to closing or narrowing the achievement gap for special needs as well as racially, economically, and linguistically challenged students.

4. DEMONSTRATED SUCCESS OF ACADEMIC EXCELLENCE

- Have we improved academically as evidenced by key achievement indicators?
- What was the direct role of the board in this improvement?
- In addition to performance on standardized tests, are there other indicators of student achievement?

It is the fundamental role of local school boards to provide the leadership necessary to create a learning environment that is conducive to student achievement at the highest levels.

Your district application must address your board's success related to the district's overall academic success. In addition to a narrative explanation of how board work and policy have affected student achievement, please provide a five-year district profile as support. Data should include measures such as test scores, AYP status, drop-out rates, minority college attendance rates, and demographics in Advanced Placement classes in order to best demonstrate success in criteria three and four.

Council of Urban Boards of Education

URBAN SCHOOL
BOARD EXCELLENCE

URBAN ADVOCATE: 2011 Award Edition

2011 CUBE ANNUAL AWARD FOR
URBAN SCHOOL BOARD EXCELLENCE

If America is the Melting Pot, then public schools traditionally have been the ladle that stirs together the blend of cultures that makes our country so rich. Public schools are being called upon to educate an increasingly diverse student body—many of whom do not speak English as a first language—and urban school districts are rising to that challenge.

All three of the top districts in this year's 2011 Council of Urban Boards of Education (CUBE) Annual Award for Urban School Board Excellence competition have made extraordinary efforts to reach students for whom English is a second language. The CUBE Award finalists are proof that diverse urban school districts can succeed, even during difficult economic times.

The three school districts honored in the CUBE Awards are this year's winner, the Mesquite (Texas) Independent School District, and runners-up Boston Public Schools, which won the inaugural CUBE Annual Award in 2004, and Washoe County (Nev.) Public Schools.

Mesquite is the third Texas district in the past five years to win the CUBE Award, joining the 2008 winner Brownsville Independent School District and the 2007 winner Houston Independent School District.



Test score gaps between white and minority Mesquite students have closed significantly since 2004, when fewer than 40 percent of black and Hispanic students passed the state science test. Last year, nearly 80 percent did.

The winner and finalists were selected by a panel of independent judges based on the following four criteria:

- Excellence in school board governance;
- Building civic capacity;
- Closing the achievement gap—equity in education; and
- Demonstrated success of academic

excellence.

The goal of the CUBE Annual Award for Urban School Board Excellence is to showcase excellence in urban education and help spread best practices to other school districts. This year's award was presented at the 2011 CUBE Annual Conference, held Oct. 6 to 8 in New Orleans.

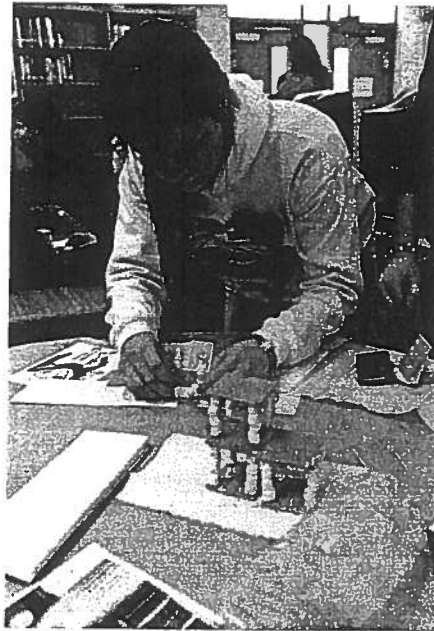
INSIDE

2 Mesquite Independent
School District

4 Boston Public Schools

6 Washoe County
School District

Mesquite Independent School District



Mesquite's low-income students outscored state averages in reading and math—70 percent of students are eligible for free or reduced-price lunch.

In a state known for school reform success, Texas' Mesquite Independent School District has quietly carved out a niche as a highly successful small urban school district. The 37,000-student school system, located less than 20 miles east of Dallas, hasn't received as many headlines as some other Texas school districts. It has, however, systematically made impressive gains in student achievement and significantly closed achievement gaps while successfully rallying community support around the schools.

The success of the Mesquite ISD is a secret no longer. The district is the 2011 winner of the Council of Urban Boards of Education (CUBE) Annual Award for Urban School Board Excellence.

The award is Mesquite's second major honor this year, as the district has received the 2011 Texas Award for Performance Excellence from the Quality Texas Foundation.

Success by the numbers

Numbers never tell the full story of a school district's success. But in Mesquite's case, they paint a compelling picture of a district on the rise:

- Eighty-four percent of students tested proficient in math in 2010, up from 67 percent in 2004.

- Likewise, the percentage proficient in science grew from 52 percent in 2004 to 82 percent in 2010.

- Reading test scores rose from 82 percent to 91 percent proficient during the same time period, while social studies scores went from 86 percent to 95 percent passing.

While all subgroups showed improvement, minority students enjoyed particular gains, and the test score gaps between white and minority students closed significantly in all subject areas.

Seven years ago, fewer than 40 percent of African-American and Hispanic students in Mesquite passed the state science test. In 2010, nearly 80 percent did. A 2010 Broad Foundation study recognized the Mesquite ISD as one of 16 districts nationwide in which Hispanic students outperformed the state average.

The Broad study also ranked Mesquite as one of 17 districts across the country in which low-income students outscored state average scores in reading and math. This is particularly important, given that 70 percent of Mesquite's students qualify for free or reduced-price lunches.

Individual schools also have made significant improvements in the state's accountability program. Most recently,

42 of 46 campuses were rated as Recognized or Exemplary by the state. In 2005, only 11 schools made those benchmarks.

These gains aren't the result of one-year jumps or "magic bullet" solutions. Instead, the long-term trends show steady, incremental growth during the past seven years. Add a couple of percentage points this year, three more the next, and before long, those numbers add up to some eye-catching totals.

The district has introduced an optional flexible year program in which students who pass state assessment and meet promotions guidelines end the school year eight days earlier than those who do not. The students who have not met the standards receive eight days of one-on-one and small-group instruction, with the goal of helping them pass.

For students who may struggle socially in a traditional high school setting, the district has created the Mesquite Academy. This school offers flexible hours and allows students to work at their own pace. More than 200 students graduated from Mesquite Academy last year—students who otherwise may have dropped out of school.

Mesquite also uses the national Advanced Via Individual Determination (AVID) program, in which mentors teach skills and promote academic achievement. The goal is to turn average students into high performers who are prepared and motivated to continue their education after high school. Mesquite also has partnered with a neighboring district and community college on a program that allows students to complete their high school diploma while simultaneously earning college credit.

The board's role

In addition to making classroom-based reforms, the school board and other district leaders have redefined how they operate in recent years.

The Mesquite school board has employed the Baldrige Criteria for Performance Excellence since 2005, and district leaders say the school improvement model has been a big help.

Under the Baldrige model, board members focus on strategic vision, core values, and goal-setting, while the staff

performs the day-to-day tasks of achieving those goals. Through consistent, data-based feedback from the staff, the board evaluates and modifies the district's strategic plan. For example, data about changing district demographics prompted the board to change the core value of "We value parent involvement" to "We value family involvement" to reflect the growing number of students being raised by grandparents and other family members.

The focus on data and results allows educational leaders to continuously target improvements.

"Before 2005, we had been a little inconsistent," says Linda Henrie, the district's superintendent. The difference now is that schools, teachers, staff members, and the district itself have well-defined, measurable targets. Henrie says the district operates under the "what gets measured gets done" theory, and that every department now has objective goals to meet, not just the instructional staff.

As is the case in most successful school systems, data drives decision-making in Mesquite. A data analysis team of central office staff and campus personnel gather regularly to pore over test scores and other information to pinpoint where improvements need to be made.

"When we start talking about the mission of the board, it is important that we key in on performance criteria," says Kevin Carbo, Mesquite Board of Education president.

Also, the district has adopted an online, paced curriculum across all schools, so that students are receiving consistent instruction no matter where they attend school.

Teachers and principals weren't just handed these new requirements with no preparation. Henrie says staff training has been a major component of the district's school improvement efforts, and one that has been supported by the board.

"We truly put resources behind professional development," she says. Some of the professional development training has been on how to help students from diverse backgrounds.

While most school improvement efforts focus on the instructional side, and understandably so, the Mesquite board also has made fiscal integrity and careful use of resources priorities as well.

The district has received a "Superior" rating by the Financial Integrity Rating System of Texas for eight consecutive years. In addition, the state Comptroller's Office named Mesquite one of 32 5-Star Rated school districts in the state for achieving high results while maintaining cost-effective operations.

For example, Mesquite's district-wide recycling program (conducted in cooperation with the city of Mesquite) has realized savings of \$200,000.

The district's lean operations allowed Mesquite to give a 1.5 percent across-the-board pay raise this year, one of the tightest school budget years in memory.

Stability and chemistry

The chemistry between the board and Henrie and among board members is another key to the district's success. Board members say they share a commitment to do what is best for students, and they communicate in a cooperative, cordial manner.

"We call our superintendent and board 'The Team of Eight,'" Carbo says. "A healthy relationship between the board and superintendent is what makes the district effective. I don't believe in micromanagement."

It doesn't hurt that most of these people have worked together for many years. A number of the board members have served for more than 10 years. Henrie began her career in Mesquite as a teacher in 1967. She worked her way up through the ranks, serving in a variety of administrative positions before becoming deputy superintendent in 2001. In 2005, she was named superintendent.

This year, Henrie received the state's Administrator Educator of the Year Award. What is perhaps most notable about that award is that she was nominated by the Mesquite branch of the Association of Texas Professional Educators, the state's largest organization of educators. While many urban districts struggle with a contentious labor relationship, Mesquite officials say they have fostered an environment where everyone feels a part of the same team.

As superintendent, Henrie has made a point of getting out in the schools and making herself available to teachers, staff members, parents, and students.

Board members also have reached out to the public. Five years ago, the

board created a program called Active Leaders Inspired by a Vision of Excellence (ALIVE), which brings together parents, business owners, and community leaders once a month to discuss school system issues. Board members meet with community members and answer questions. Two current board members are ALIVE graduates. The district also is creating informational DVDs of each school that students can take home to their families.

This investment in community support has paid off. The recent district's construction bonds have passed with more than 70 percent of the vote, showing the community-wide support for the schools and the school board.

It is just one of the many reasons Mesquite has earned the CUBE Award this year. ■

MESQUITE INDEPENDENT SCHOOL DISTRICT

Mesquite Independent School District Board of Trustees:

Kevin Carbo, President
Robert Seward, Vice President
Phil Appenzeller, Secretary
Gary Bingham
Archimedes Faulkner
Christina Hall
Cary Tanamachi

Governance structure:

Board members are elected at large for three-year terms. Terms are staggered.

Superintendent of Schools:

Linda Henrie

Student enrollment: 37,175

Students by ethnicity:

Hispanic: 45 percent
African American: 26 percent
White: 26 percent
Asian: 3 percent

Students receiving free or reduced-price lunch: 62 percent

ESL/ELL students: 18 percent

Average per-pupil expenditures: \$6,867

Staff: 4,583

Website: www.mesquiteisd.org

Boston Public Schools

Boston has long been a beacon for newcomers. Waves of Irish immigrants found a better life in the South Boston and Charlestown communities. A generation later, African Americans from the South settled in such Boston neighborhoods as Roxbury.

Today, newcomers are still attracted to Boston. But these new immigrants are increasingly diverse. More than 40 percent of Boston Public Schools' students speak a language other than English at home, and 28 percent are not proficient in English. While the majority is Spanish-speaking, many other languages are represented, and the district is educating immigrants from more than 40 nations around the world.

This influx of limited English speakers has created a challenge for the Boston Public Schools, as it has in many other school districts throughout the country. A 2007 district study revealed that only 36 percent of students with limited English proficiency who entered the school system in high school graduated within four years. Often, these students came from countries where they did not receive continuous formal schooling—some had never been inside a classroom before coming to America.

Led by the Boston School Committee, the Boston Public Schools has made educating and assimilating English language learners a top priority. These efforts are working—as a result of the district's multi-pronged approach to teaching English language learners, these students are showing remarkable improvement.

"Every urban community is seeing a much more economically, racially, and culturally diverse population than we've ever seen," says Boston Superintendent Carol Johnson. "The strong stand the school committee took is evident across the board in student achievement."

As a result of its outstanding efforts to reach English language learners, as well as other successful academic initiatives, the Boston Public Schools has been named a finalist for the 2011 CUBE Annual Award for Urban School Board Excellence.

An intensive focus

Since Johnson arrived in 2007, Boston's schools have introduced a number of initiatives designed to help

immigrant students learn English and succeed in school. Boston's strategies for reaching limited English speakers include:

- **Focused leadership.** In November 2009, the district created a task force to oversee efforts to help limited English speakers. Based on the task force's work, a number of recommendations were made and adopted. In fact, the task force was so successful that the school committee asked it to continue serving even after it completed the report. In addition, the school committee hired veteran English as a second language (ESL) educator Eileen de los Reyes to the newly created position of assistant superintendent for English language learners. She and the task force help make sure that this effort remains at the forefront of the district's priorities.

- **Teacher training.** The district has either trained or hired nearly 2,300 teachers with ESL licenses or advanced training in teaching English language learners. Another 1,600 teachers have completed some level of ESL training. Previously, the district had concentrated its English language learners programs in select schools, but this large-scale teacher training program has allowed the district to expand services to all schools.

- **A summer enrichment academy** for English language learners. The four-week program helped more than 2,000 students catch up during the summer of 2010.

- **A Newcomers Academy** for new immigrant students age 14 to 18 with limited English skills. Students receive intensive English instruction from multilingual teachers. Students stay at the



Boston's School Committee spent more than \$22 million to improve 11 low-performing schools, one effort to boost student achievement.

academy from a few weeks to two years, depending on their individual needs, then transition into a traditional high school. Students get customized support to ensure that they are ready to move on.

- **Diagnostic, personalized education plans.** Principals and teachers create individualized lesson plans for each student who is not fluent in English. Diagnostic exams point out areas of need and drive instruction for maximum effectiveness.

- **District officials conducted a "Neighborhood Day of Dialogue,"** a series of city-wide community meetings held on a single Saturday morning. The meetings were conducted in seven different languages.

- **The district's website** (www.boston-publicschools.org) is available in multiple languages, including Vietnamese, Somali, Spanish, Cape Verdean, and Portuguese.

"The English language learners issue is one example of the work we're trying to do in closing achievement gaps and access gaps," says Rev. Greg Groover, chair of the Boston School Committee.

Overall, the school committee invested more than \$10 million in English language learner education during the 2011 fiscal year. This investment was made

even in the face of an extremely tight overall budget.

"Our commitment to students learning English is first and foremost," says de los Reyes. "We have a well-developed plan that will ensure our English language learner students receive the resources and services they are truly entitled to. As we move forward we are committed to further investing in resources that will benefit our English language learner students and strategically placing teachers and English language learner office staff, when necessary, in every school in our city."

Since implementing this comprehensive plan, Boston's English language learners have posted state test score gains at all grade levels in language arts. Third-grade students posted double-digit percentage point gains, going from 22 percent proficient to 33 percent proficient. Eighth-grade language arts scores grew from 25 percent to 35 percent proficient. Students in 10th grade saw a five-percentage point gain.

Math scores for English language learners also have shown significant improvements, with third-graders posting a 15-percentage point gain and seventh-graders earning a 10-percentage point gain on state tests.

Other initiatives

Boston's school improvement efforts do not stop at English language learners. Johnson and the school committee have introduced a number of efforts designed

to boost student performance, keep students in school, and increase community engagement.

The School Committee allocated more than \$22 million to improve 11 low-performing schools. Staff and school leaders were replaced at these schools, the school day was extended, and new technology was added. This process was not easy, Johnson says, and it met with some resistance. But she praised the School Committee for handling it in a public, honest manner, giving teachers and parents the opportunity to provide input along the way via community meetings.

The district has made middle school algebra a priority, knowing that mastery of algebra is key to succeeding in higher math. Twenty-six percent of Boston eighth-graders took algebra during the 2010-11 school year, and district officials expect that percentage to double in the next three years.

"Our work is very much focused on creating equitable opportunities to learn," Johnson says.

While many schools across the country have cut arts, music, and athletics in recent years, Johnson's team has stressed the importance of those subjects. More than 9,000 students are taking weekly arts and music classes that didn't exist three years ago, thanks in part to a grant from the Wallace Foundation. The district also is working to attract more students to high school sports.

In addition, Boston has created a Parent University to help parents become more involved in their children's education. To date, more than 1,500 parents have completed the Parent University program.

Another successful program is the district's Re-Engagement Center. School officials have brought back more than 1,000 high school dropouts and reenrolled them at the center. The approach shows the Boston Public Schools' commitment to treating students as individuals with unique personal needs, according to Groover.

"There is no one-size-fits-all for our 56,000 students," he says. ■

BOSTON PUBLIC SCHOOLS

Boston Public Schools School Committee:

Rev. Gregory G. Groover, Chair
Marchelle Raynor, Vice Chair
John F. Barros
Alfreda J. Harris
Claudio Martinez
Michael D. O'Neill
Mary Tamer
Esteniolia Maitre (student representative)

Governance Structure:

School Committee members are appointed by the mayor to four-year staggered terms.

Superintendent of Schools:

Carol R. Johnson

Student enrollment: 57,050

Students by ethnicity:

Hispanic: 41 percent
African American: 36 percent
White: 13 percent
Asian: 9 percent
Other/multiracial: 1 percent

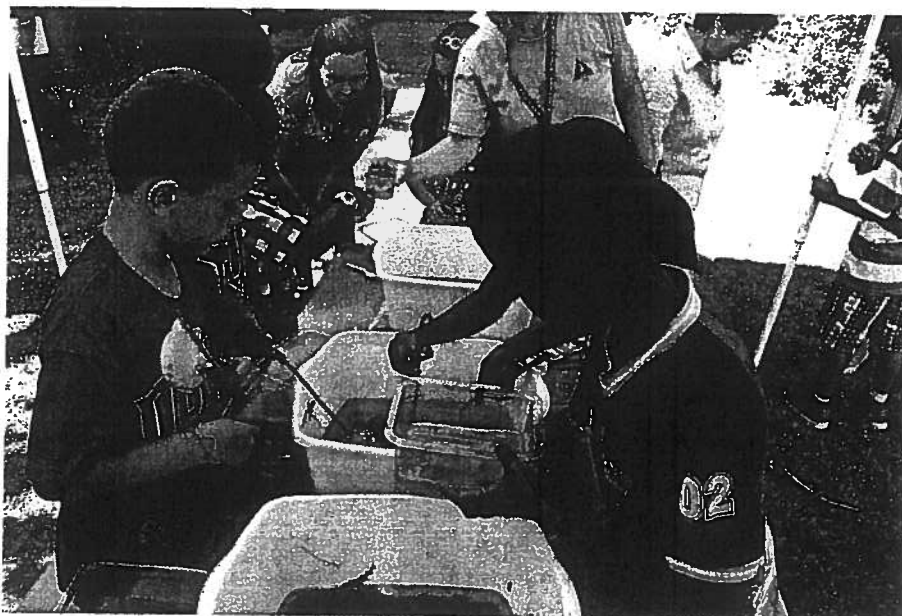
Students receiving free or reduced-price lunch: 74 percent

ESL/ELL students: 45 percent

Average per-pupil expenditures: \$14,524

Staff: 8,035

Website: www.bostonpublicschools.org



"There is no one-size-fits-all for our 56,000 students," says Boston Public Schools School Committee Chair Greg Groover. Here, students participate in an outdoor science class.

Washoe County School District



"We believe all students will learn," says Washoe County Board of Trustees President Barbara McLaury. "Not can learn—will learn."

In 2008, the school board in Nevada's Washoe County School District came to a difficult but honest conclusion: The district's schools simply weren't performing up to par. Too many students weren't graduating, and too many of those still in school weren't grasping the fundamental skills of reading, writing, and math.

In years past, that hadn't been a huge concern for many in the community, which includes the city of Reno. Well-paying jobs in the casino and construction industry had always been plentiful. People didn't need a high school diploma to earn a solid living in Reno.

School board members knew they needed to shake things up. They did so by hiring Heath Morrison to lead the nation's 57th largest school district in the spring of 2009. He brought with him an aggressive agenda of change and reform. Working together, Morrison, the school board, staff, and teachers have made impressive gains in a short amount of time.

As a result, Washoe County is a 2011 finalist for the CUBE Annual Award for Urban School Board Excellence.

Changing the culture

One of the biggest challenges facing Morrison and the school board has been selling the importance of public educa-

tion in a community where schools traditionally have not been key engines of economic development.

Nevada has the nation's highest high school dropout rate, and only 42 percent of adults have a high school diploma. According to *Education Week's* 2011 Quality Counts study, the state's education system ranked near the bottom. The report ranked the state 48th in funding and last in the category measuring a student's chance of success.

The good news is that while changes are needed, Washoe County officials believe the community is more receptive than at any point in the recent past. The economic downturn affected Nevada more than perhaps any other state. The unemployment rate hovers around 12 percent, and more people are realizing that improving public education must be a cornerstone for the state's economic future.

Morrison came to the 63,000-student Washoe County School District from the reform-minded Montgomery County Schools, a large, relatively affluent district in the Washington, D.C., suburbs. He said the opportunity to be on the ground floor of something special lured him west.

"The community was ready for that opportunity, and the board of trustees was certainly leading it," Morrison says.

"I knew there was an opportunity to have a reform movement that wasn't going to be about incremental change."

At the state level, educators are working hard to improve the situation and have created the Nevada's Promise school reform plan. Washoe County board members came up with their own comprehensive, ambitious plan to improve the schools. This five-year strategic plan was created with the input of parents, teachers, principals, business leaders, and community members. It emphasizes five points:

- To provide continuous academic

WASHOE COUNTY SCHOOL DISTRICT

Washoe County School District Board of Trustees:

Barbara L. McLaury, President
Ken Grein, Vice President
Scott Kelley, Clerk
Dan Carne
Barbara Clark
Estella Gutierrez
John R. Mayer

Governance structure:

Five members are elected from geographic districts, two at-large. Trustees serve four-year staggered terms.

Superintendent of Schools:

Heath E. Morrison

Student enrollment: 62,324

Students by ethnicity:

White: 49 percent
Hispanic: 37 percent
Asian: 5 percent
African American: 3 percent
Native American: 2 percent
Other/multiracial: 4 percent

Students receiving free and reduce-priced lunch: 46 percent
ESL/ELL students: 17 percent

Average per-pupil expenditures: \$7,163

Website: www.washoecounty-schools.org

success for every child;

- To recruit and support highly effective personnel;
- To engage families and the community partners;
- To value and strengthen a positive, self-renewing culture; and
- To align performance management systems.

Morrison says a key to this process was that he "didn't come in with a game plan." Instead, he went on a 100-day listening tour at the start of his tenure, in which he spoke with more than 3,000 people to ask questions and gather information. The tour took him to all 94 schools in the district.

Likewise, the school board has engaged in a series of "Listen to Learn" meetings across the county. These meetings focused on listening to the public, not spreading any particular message.

"We are trying very hard to engage our larger community as well as making sure our parents at the schools feel welcome," says Barbara McLaury, president of the Washoe County Board of Trustees. "We want to hear what people have to say."

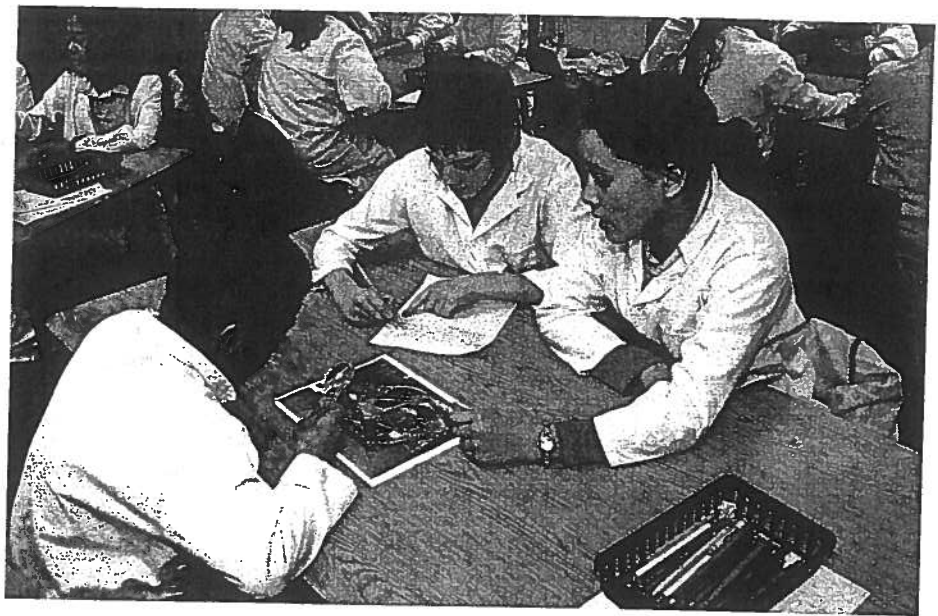
Assessing needs, addressing weaknesses

The new superintendent's first priority was to address the high dropout rate. District officials launched a door-to-door campaign, in which hundreds of people went to the homes of recent dropouts and invited them back to school. The central office made sure that support services and remedial help were lined up for these students when they returned. These included five "re-engagement centers" for returning students as well as Saturday high school classes. Money was reallocated from other areas to the graduation/dropout prevention initiative. Three hundred students returned to school as a result of these efforts.

The door-to-door campaign received positive publicity in the local media, and helped the district build positive momentum that positive change was taking place.

"You have to create a sense of urgency," Morrison says. "You have to get people to understand the need for change."

After several years of no growth, Washoe County's graduation rate improved seven percentage points in 2010, to 63 percent. Every one of the district's 14 high schools saw improve-



Washoe County uses data to drive instruction and meet the needs of individual students.

ment in their graduation rates.

District officials also worked on improving test scores and closing achievement gaps—a critical task for a district that has gone from 12 percent minority 20 years ago to 47 percent today.

So far, the results are heading in the right direction. Between 2006 and 2010, African-American students improved their third-grade reading scores by 19 percentage points, while Hispanic students improved by 12 percentage points. These same two groups also posted 20-plus percentage point gains in third-grade math, as did limited English and low-income students. Fifth- and eighth-graders made similar gains.

At the school level, 80 percent of district schools improved reading scores in grades three through eight, and 86 percent of schools improved in math. The district made Adequate Yearly Progress (AYP) in 2009-10, after failing to make it the previous year.

"We really began to focus on students who were not where they need to be," Morrison says. This focus includes individualized instruction plans for students performing below grade level.

Graduation rates for minority students also have improved in the last four years. Graduation rates for Native American students improved by 13 percentage points between 2006 and 2010, while Hispanic students saw their graduation rates increase by eight percentage points.

"I don't expect great leaps and bounds, but I do expect advancement in every single school for every single

child," McLaury says.

Washoe County has focused on using achievement gap data to drive instruction and better address the needs of individual students.

In addition, the board created four separate zones within the district, each with an area superintendent. Alternative education programs were moved from clustered sites to on-campus locations, keeping students closer to home. Board members say the decentralization has helped make the administration more accessible to the community.

Perhaps the district's most innovative initiative has been the Courageous Conversations About Race. It invites principals and administrators to have honest, open conversations about race. Morrison says that the district has not done an adequate job of educating minority students. Part of the reason may be low expectations for these students. Courageous Conversations is designed to ensure that educators have high expectations for all students.

Washoe County leaders still say they have challenges and room to improve. Major budget cuts each of the last two years have made instituting new programs more difficult. Educators continue to battle against high dropout rates and perceptions that earning a high school diploma is not important. But board members are convinced the district is headed in the right direction, with everyone clearly focused on student success.

"We believe all students will learn. Not can learn—will learn," McLaury says. ■

AWARD FOR URBAN SCHOOL BOARD EXCELLENCE WINNERS

2011—Mesquite (Texas)
Independent School District
2010—Baltimore City Schools
2009—Atlanta Public Schools

2008—Brownsville (Texas)
Independent School District
2007—Houston Independent
School District and Miami-Dade
County Public Schools

2006—Norfolk (Va.) Public Schools
2005—School District of
Hillsborough County (Fla.)
2004—Boston Public Schools

Council of Urban Boards of Education 2011-2012 Steering Committee

CUBE Chair

Sandra K. Jensen, Omaha, Neb.

CUBE Vice Chair

Minnie Forte-Brown, Durham, N.C.

Immediate Past Chair

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Bruce D. Alexander, Akron, Ohio

Barbara Coscarello, Camden, N.J.

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Ralph Hernandez, Buffalo, N.Y.

Harlum Martin-Morris, Seattle, Wash.

Willette Milam, Cleveland, Ohio

Norma Muñoz, Phoenix, Ariz.

Gracie Porter, Nashville, Tenn.

Christina L. Saavedra, Brownsville, Texas

David Stone, Baltimore, Md.

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NSBA Executive Director

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State Association Services*

Katrina A. Kelley

Director, CUBE Program

Karen Lewis

Senior Manager, CUBE Program

Mari Pappas

Coordinator, CUBE Program

The CUBE Annual Award for Urban School Board Excellence recognizes successfully governed school districts. The award is presented to the school district that best demonstrates excellence in board governance, closing the achievement gap, academic achievement, and community engagement.

Each member will receive the application form for the 2012 Annual Award for Urban School Board Excellence next March. All applications received by May 2, 2012, will be considered in the next judging process.

We encourage all CUBE districts to apply.

The 2011 CUBE Annual Award for Urban School Board Excellence will be announced at the CUBE Annual Conference in New Orleans, Oct. 6-Oct. 8.

About CUBE

For more than forty years, the Council of Urban Boards of Education has been at the forefront in helping urban school districts strive for excellence. Established in 1967 by NSBA's Board of Directors, CUBE is the only national membership organization governed solely by urban school board members dedicated to the needs and interests of urban school boards. CUBE's mission is to create opportunities for urban school board leaders to gain the knowledge and skills necessary to be effective policy makers and advocates for excellence and equity in public education.

CUBE represents more than 110 urban school districts in 35 states and the Virgin Islands. Our member districts educate nearly 9 million students in almost 12,000 schools with a collective budget of \$99 billion. CUBE helps urban school boards leaders find solutions to challenges at the local level and seeks to improve their policy making effectiveness. CUBE creates a forum for urban school board members to share innovative practices through issues seminars, conferences, legislative advocacy, research projects, professional networking opportunities, specialized publications, and local governance and policy assistance.

CUBE remains committed to closing the achievement and opportunity gaps and educating students in racially, ethnically, linguistically, and socioeconomically diverse settings.



Serving America's Urban Public School Students

**National School Boards Association
Council of Urban Boards of Education**

1680 Duke Street, Alexandria, VA 22314
Telephone: 703-838-6705 • Fax: 703-549-6719
cube@nsba.org • www.nsba.org/cube

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: FIVE-YEAR XEROX CONTRACT
RESTRUCTURE/RENEWAL

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

PURPOSE OF PRESENTATION:

The District's goal is to reduce cost, streamline processes, and demonstrate a 10% savings in no fewer than three major contract renewal. HUSD currently has several Xerox agreements in place. Education Code 17595 and Public Contract Code 10299 and 20118 allows Districts to piggyback onto the contract of another public agency without submitting an RFP. By restructuring and consolidating the current contracts, the district will reduce their current spending and save over \$281,000/yr. while upgrading our technology and renewing our equipment. The restructuring and consolidation will also allow us flatten overage expense, reducing the overage rate by over 27% and reconciling the pooled allowances semi-annually (rather than quarterly). In addition, restructuring will upgrade the production center to enable HUSD to provide a better/faster service to District schools, programs and community. The new print shop will improve the quality of the output and the capability of the Print Center.

HISTORY/BACKGROUND:

- The District has been a Xerox customer for almost 10 years. In those 10 years Xerox has partnered with HUSD to accomplish some amazing things including:
- Placing digital Multi Function Devices (MFD's) at every school/department
- Networking the MFD's to allow scanning & printing
- Track and report on MFD volumes, both copy and print
- Migrated prints from desktop printers to MFD's:
 - 4,957,531 prints done on MFD's
 - Cost per print done on desktop printers: \$.0275
 - Cost per print done on MFD's: \$.0062
 - Saving for each print done on MFD's: \$.0213
 - $4,957,531 \times \$0.0213 = \$105,595$ Savings already achieved
- Assigning an onsite dedicated technician to HUSD in order to provide excellent response time and unparalleled service. This Xerox certified technician has supported HUSD for 3 years and has been recognized by the district for his excellent service and great attitude.
- Implementation of Stream Fax Server technology to replace expensive analog fax phone lines.
- Implementation of DocuShare (digital document repository) to house critical student records.

IMPLEMENTATION:

Today's contracts provide HUSD with the following:

- **MANAGED SERVICES CONTRACT**
- Full DocuCare services provided by on-site CA, Steve Blachley (1 FTE).
- ***Equipment (66) Machines:***
 - (47) B&W: Mix of WCP 255/265/275, with (4) 4110's
 - (19) Color: Mix of 3534, 7346, 7655/7665
- DocuShare repository that houses student records scanned from Records Dept.
- Stream Fax Server, providing digital fax capability in all sites.
- Avg. Actual Monthly Copy Volume:
 - B&W: 2,369,726
 - Color: 50,012
- *Average Monthly Charge \$53,326*

INDIVIDUAL NON-COTERMINUS CONTRACTS

- ***Equipment (20) Machines:***
 - (3) in Print Center: Docutech 6135, 4110, DC250 color
 - (14) B&W: Mix of M20i, 4118, 4150, WCP265, WCP5655, with (1) 4110
 - (3) Color: (2) 3545, (1) 7665
- Avg. Monthly Volume:
 - B&W: 875,355
 - Color: 37,076
- *Average Monthly Cost \$20,125*

DESKTOP PRINTERS (not managed by Xerox)

- (118) Mono - 199,000 pages per month \$0.032/CPC
- (35) Color - 41,000 pages per month \$0.15/CPC
- Multiple vendors and pricing
- Minimal control of assets and supply spend
- *Average Monthly Cost \$12,518*

TOTAL MONTHLY COST = \$85,969

Tomorrow's single contract will provide HUSD with the following:

- **One Managed Services Contract**
 - Consolidation of all Xerox equipment and services to one Managed Services contract.
- **Schools & Administration**
 - Technology refresh: (74) New MFD's
 - Right sizing models to actual volumes
 - Upgrades/downgrades where necessary
- **Print Center**
 - Upgrading 2 production machines
 - Retaining 1 production machine (cost efficiency)
- **Volumes & Allowances**
 - Overage reconciliation Semi-Annually
 - Adjust allowances to lower overage costs

- **Allowance**

- Desktop Printers B&W \$0.015 (40,000/month)
- Desktop Printers Color \$0.10 (12,500/month)
- MFD's: B&W 1,962,000/month; Reduced Overage Rate = \$0.006
- MFD's: Color 48,300/month; Reduced Overage Rate = \$0.065
- Production: B&W 655,000/month; Overage Rate = \$0.0045
- Production: Color 30,000/month; Reduced Overage Rate = \$0.057

TOTAL MONTHLY COST = \$62,544

27% TOTAL SAVINGS

\$23,425 savings Per Month

\$281,100 Savings Per Year

\$1,405,500 Savings Over 5 Year Term

CONCLUSIONS/RECOMMENDATIONS:

By approving this request, the District will be able to obtain hard dollar savings of a minimum of \$1.4M coupled with a cost avoidance of \$477K, upgrade our technology, add additional capabilities to schools/departments, add proactive software that will enable machines to send electronic notifications to the onsite technician (via BlackBerry) when there is a jam, shortage of supplies etc, add additional copy volume to contract in order to avoid copy overage fees and add software that will monitor all devices (not just Xerox).

Administration recommends that the Board of Education approve The Cooperative Purchasing Network (TCPN) piggyback contract restructuring of the Xerox renewal.

ADDENDUM

As part of the effective use of Measure I funds, additional equipment and services can be provided by Xerox to introduce new technology to the schools as follows.

Initial Roll-Out to be targeted to (5) Schools;

- East Ave.
- Fairview Elementary
- Shafer Park
- Tyrrell
- Martin Luther King

Solution includes:

- | | |
|--|----------------------------------|
| • Phaser printers in each classroom | \$ 70,573 one-time purchase cost |
| • (10) MFD's: lease, maintenance, supplies | \$ 4,782 per month |
| • Scan-to-Print-Center System | <u>\$ 1,998 per month</u> |
| TOTAL MONTHLY COSTS | \$ 6,780 per month |

\$477,373 cost avoidance over 5-year term

HAYWARD UNIFIED SCHOOL DIST.

Consultant or Service Validation Form

Site Location: 31 school sites and 11 HUSD sites**Date:** 11/16/2011**Individual Requesting Consultant or Service****Title:****Brief Description of Need: (please reference ie Ed Code, District Goals, CDE compliance or SPSA)**

Current Xerox pool lease (65units) will expire on July 15, 2012. Equipment is more than 10 years old.
 Current Xerox lease for base machines (20 units) have different expiration dates.
 Gestetner Maintenance with CBS for 5 units have expired
 The incumbent Xerox has requested HUSD consider an early renewal to achieve Board Goal #4
 and HUSD has chosen to go out for informal bid to obtain best value.
 There is a need to consolidate all multifunction copiers to one pool agreement for better cost control.
 Per Public Contract Code 20118, the Board can make a case-to-case determination for the best
 interest of the District to the extent given by state law by using a piggyback contract from TCPN.

Student/Staff/Site Counsel Mtg Conducted:☒ YES☐ NO☐ N/A**Proposals Solicited:**☒ YES☐ NO**Briefly describe justification for consultant or service provider selected**

Bid Number 2011-1 issued on Sept 6, 2011 for copier and maintenance service lease with due date
 of Sept 12, 2011 Time 12:00 PM (PST). Addendum#01 issued on Sept 10, 2011 provides additional
 terms and extends due date to Sept 14, 2011 3:00PM (PST).
 Addendum#02 issued on Sept 13, 2011 provides standard configuration on current copiers
 or finishing requirements.
 Suppliers who represent name brand copier manufacturers were invited to bid.
 Cancelled RFP 11/4/2011. Implemented PCC20118 piggyback TCPN contract.
 Xerox proposal coupled with existing production equipment provided the best value for the District

one-time \$70,573

plus \$62,544 / month

\$ 6,780 / month

Indicate Funding Code

General Fund

Estimated cost \$ 69,324/monthly**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1		
2		
3		

Action:

Approved

Modified Approval

Disapproved

Deferred Approval

Follow-up Required

Suspense Date

Xerox Contract Cost Summary

Contract Renewal		
Component	Number	Monthly Cost*
Multi-Function Devices (MFD)	74	\$ 32,347
Account Management	1	\$ 8,958
On-Site Xerox Technician		
Xerox Account Management		
Fax Server, Document Repository	1 each	\$ 2,536
Account Support Items		
Van		
PC & peripheral equipment		
Sub-total		\$ 43,841
Print Production Equipment (Copy Center)	3	\$ 10,255
XPS Usage Costs		\$ 8,448
TOTAL		\$ 62,544

* Includes equipment lease, maintenance and supplies

Measure I Costs (5 School Sites)		
Component	Number	Monthly Cost*
Multi-Function Devices (MFD)	10	\$ 4,782
Scan-To-Print Center System	1	\$ 1,998
TOTAL		\$ 6,780

* Includes equipment maintenance, and MFD lease and supplies

Measure I Printer Purchase Costs (5 School Sites)		
Component	Number	One-Time Purchase Cost
Phaser Printers - East Ave.	43	\$ 13,031
Phaser Printers - MLK	52	\$ 15,740
Phaser Printers - Shafer Park	46	\$ 13,934
Phaser Printers - Fairview	44	\$ 13,332
Phaser Printers - Tyrrell	48	\$ 14,536
TOTAL	233	\$ 70,573

Hayward USD Current and Proposed States: MFD's, Production Equipment & Labor				Measure Sites			
Current		Proposed		Proposed		Cost	
Managed Services Contract - Mo. Base Charge		Managed Services Contract - Mo. Base Charge		Managed Services Contract - Mo. Base Charge			
(66) MFD's	Incl	(74) MFD's	Incl	(10) MFD's	Incl		4,782
On-site Xerox Associate	Incl	On-site Xerox Associate	Incl	On-site Xerox Associate	Incl		
DocuShare Document Repository	Incl	DocuShare Document Repository	Incl	309,000 B&W Copies	Incl		
Stream Fax Server	Incl	Stream Fax Server	Incl	8,500 Color Copies	Incl		
2,298,100 B&W Copies	Incl	1,962,000 B&W Copies	Incl	B&W Overage Rate	\$		0.0060
23,100 Color Copies	Incl	48,300 Color Copies	Incl	Color Overage Rate	\$		0.065
B&W Overage Rate	\$	0.0062	\$				
Color Overage Rate	\$	0.089	\$	RSA Scan-Back System	\$		1,998
Avg Monthly Overage Billing	\$	4,089	\$				
Base Business Leases - Mo. Base Charge		No Base Business - Consolidated into MS Contract					
(17) MFD's	\$	15,671	\$	Total Monthly Cost		6,780	
(2) B&W Production Machines (Copy Center)	Incl		Incl	Phaser Printer Purchase			
(1) Color Production Machine (Copy Center)	Incl		Incl	Measure I East Ave Phasers (43)	\$		13,031
566,500 B&W Copies	Incl		Incl	Measure I MLK Phasers (52)	\$		15,740
No Color Allowance				Measure I Shafer Park Phasers (46)	\$		13,934
B&W Overage Rate (Production)	\$	0.0045	\$	Measure I Fairview Phasers (44)	\$		13,332
Color Overage Rate (Production)	\$	0.0731	\$	Measure I Tyrrell School Phasers (48)	\$		14,536
Avg Monthly Overage Billing	\$	4,454	\$	Total Phaser Printer Purchase Cost		70,573	
Total Monthly Cost		73,451					

Hayward USD Current and Proposed States: Desktop Printer Management			
Current		Proposed	
Currently Managed by HUSD		Managed Services Contract - Cost Per Print	
(118) Mono Printers		(118) Mono Printers	
(35) Color Printers		(35) Color Printers	
Avg. 199,000 mono prints/month @ \$.026	\$ 6,368	Avg. 199,000 mono prints/month @ \$.015	\$ 2,985
Avg. 41,000 color prints/month @ \$.16	\$ 6,150	Avg. 41,000 color prints/month @ \$.10	\$ 4,100
Total Monthly Cost		Total Monthly Cost	
Grand Total Monthly Costs		Grand Total Monthly Costs	
Monthly Savings		Monthly Savings	



SERVICES AND SOLUTIONS AGREEMENT

THIS SERVICES AND SOLUTIONS AGREEMENT No. 7114354 ("SSA") is between Hayward Unified School District ("Customer") and Xerox Corporation ("Xerox").

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first SSO with a new Services Contract Number. Customer may add Services, Maintenance Services or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first SSO and each additional SSO or SOW with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 25 unless defined where first used.
2. **ORDERS.**
 - a. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
 - b. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
 - c. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a "writing" or "in writing"; (ii) "signed"; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.
3. **TERM.**
 - a. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for 60 months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.
 - b. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered. The term for each unit of Equipment will be the same number of months as its Order and will commence on the installation date of said unit.
 - c. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.
4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.
5. **ELIGIBLE AFFILIATES.** Customer's Eligible Affiliates may acquire Services, Maintenance Services and Deliverables under this SSA. If an Eligible Affiliate establishes a Services Contract, it will be the "Customer" for the purposes of such Services Contract. If Customer divests an Eligible Affiliate, such divested entity is no longer eligible to establish any new Services Contracts or to submit any additional Orders under an existing Services Contract.
6. **PRICING, PAYMENT, AND TAXES.**
 - a. **PRICING.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
 - b. **PAYMENT.** Invoices are payable upon receipt and payment must be received within 30 days after the invoice date. For any payment not received within 10 days of its due date, Customer will pay a late charge equal to the greater of 5% of the amount due or \$25. Restrictive covenants will not reduce Customer's obligations. If an Offering begins partially and/or early, Xerox will bill Customer on a pro rata basis, based on a 30-day billing month.
 - c. **TAXES.** Customer will be responsible for all Taxes. Taxes will be included in Xerox's invoice unless Customer provides proof of Customer's tax exempt status.
7. **DEFAULT AND REMEDIES.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this SSA, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services),

may require immediate payment of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (b) any applicable ETCs. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

8. **CONFIDENTIAL INFORMATION.** Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.
9. **INTELLECTUAL PROPERTY.** Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.
10. **CUSTOMER RESPONSIBILITIES.**
 - a. Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.
 - b. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
 - c. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.
 - d. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.
11. **EARLY TERMINATION.**
 - a. **Cancellation For Insufficient Or Non-Appropriated Funds.** Xerox agrees and acknowledges that monies utilized by the Customer to purchase or lease the items included in this Agreement is public money appropriated by the State of California or acquired by the Customer from similar public sources and is subject to annual appropriation. The Customer reserves the right to cancel this Agreement at the end of any fiscal year or to terminate selected items due to non-appropriation of sufficient funds. The Customer will send Xerox written notice, within 30-days of its governing body's decision, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice will certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's

management or execution. The Customer agrees to release the Equipment to Xerox in good working condition, reasonable wear and tear accepted. Customer will then be released from its obligation to make any further payments through the end of the last fiscal year for which funds have been appropriated.

- b. Xerox Branded Equipment. Equipment included in an Order is being provided for the entire term of the Order. If, prior to the expiration of an Order, Customer terminates Equipment or requires Equipment to be removed or replaced, or Xerox terminates the applicable Order due to Customer's default, Customer will pay all amounts due as of the termination date and the ETCs set forth in the applicable Services Contract.
- c. Services. Unless otherwise set forth in an SOW, Customer may terminate or reduce any Services upon 180 days prior written notice without incurring ETCs. Notwithstanding the foregoing, if any Services are terminated (i) by Xerox due to Customer's default, or (ii) by Customer and Customer acquires Services from another supplier within 6 months of the termination of such Services, Customer will pay all amounts due as of the termination date and ETCs equal to the then current MMC for the terminated or reduced Services, multiplied by the number of months remaining in the term of the applicable Order, not to exceed 6 months.
- d. Amortized Services and Third Party Funds. The cost of certain Services, such as consulting and training, may be amortized over the term of an Order ("Amortized Services"); or Xerox may provide funds to acquire Third Party Hardware, license Third Party Software or retire debt on existing Third Party Hardware ("Third Party Funds"). Amortized Services and Third Party Funds are collectively referred to as "Funds." The Funds amount is included in the MMC. Notwithstanding Section 11.b above, if an Order is terminated prior to expiration for any reason, or if a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox (i) all amounts due as of the termination date, and (ii) ETCs equal to the remaining principal balance of the Funds, plus a 15% disengagement fee. Customer will maintain the manufacturer's maintenance agreement for any Third Party Hardware and Third Party Software.

12. INDEMNIFICATION.

- a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or damage to tangible property to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this SSA.
- b. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to 12.c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) Services performed, or Deliverables provided, to Customer's direction, specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or products; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox; and (vi) breach of Customer's representations and warranties in Section 9(b). If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: (w) obtain for Customer the right to continue to use such Services or Deliverables; (x) modify such Services or Deliverables so they are non-infringing; (y) replace such Services or Deliverables with non-infringing ones; or (z) terminate and/or accept the return of such Deliverables and refund to Customer any amount paid, less the reasonable rental value for the period such Deliverable was available to Customer.
- c. Customer, at its expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by Customer or any ultimate judgment for, all third party claims arising out of or related to Section 12.b(i)-(vi).
- d. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

13. **LIMITATION OF LIABILITY.** Xerox will not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the 12 months prior to the claim or \$50,000, whichever is greater; and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability is not applicable to: (a) any specific indemnification obligations set forth in this SSA; (b) where either party has (i) exceeded the rights to the other party's intellectual property granted to it under this SSA, or (ii) misappropriated or infringed the other party's intellectual property under this SSA.

14. **ASSIGNMENT.** Customer may not assign any of its rights or obligations hereunder. Xerox may assign this SSA and any Orders hereunder, in whole or in part, without prior notice to Customer and may release information Xerox has about Customer to an assignee. Each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this SSA. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

15. **FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control. The affected party will notify the other party of each such circumstance.
16. **MAINTENANCE SERVICES.**
- a. Except for Equipment identified as "No Svc," Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly.
 - b. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured, original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
 - c. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.
17. **CONSUMABLE SUPPLIES INCLUDED.** If specified in an Order, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.
18. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.
19. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.
20. **WARRANTIES AND DISCLAIMERS.**
- a. **SERVICES WARRANTY.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.
 - b. **THIRD PARTY PRODUCT WARRANTY.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.

- c. **WARRANTY DISCLAIMER AND UCC WAIVER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
 - d. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 10.a. or b.
21. **SOFTWARE TERMS.**
- a. **SOFTWARE LICENSE.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Third Party Software is subject to license and support terms provided by the vendor thereof.
 - b. **SOFTWARE SUPPORT.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 21 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
 - c. **DISABLING CODE.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.
 - d. **DIAGNOSTIC SOFTWARE.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.
 - e. **TITLE AND RIGHTS.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 21.a). Customer will not, and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.
22. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems.

23. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
24. **MISCELLANEOUS.** This SSA and the Services Contract(s) hereunder constitute the entire agreement of the parties as to its subject matter, supersede all prior and contemporaneous oral and written agreements, and will be construed under the laws of the State of New York (without regard to conflict-of-law principles). In the event of any conflict between terms and conditions, the order of precedence will be this SSA, the SSO and the SOW, except where expressly stated otherwise in this SSA. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox. In any action to enforce this SSA or any Services Contract hereunder, the parties agree to the jurisdiction and venue of the federal or state courts in Monroe County, New York and to waive their right to a jury trial. If a court finds any term of this SSA or any Services Contract to be unenforceable, the remaining terms of this SSA and the Services Contract will remain in effect. The delay or failure by either Party to enforce any right or remedy under this SSA or any Services Contract will not constitute a waiver or forgiveness of such right or remedy. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which will be admissible in any action to enforce it, but only SSA or Order held by Xerox will be considered an original. Except for documentation of Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order will be made in an amendment signed by both parties. Customer represents that: (a) it has the lawful power and authority to enter into this SSA, (b) the person signing this SSA or any Order is duly authorized to do so, (c) entering into this SSA will not violate any law or other agreement to which it is a party, (d) it is not aware of anything that will have a material negative effect on its ability to satisfy its payment obligations under this SSA or any Services Contract, and (e) all financial information it has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four clauses will control over every other provision in a Services Contract: (w) Customer and Xerox will comply with all laws applicable to the performance of its obligations hereunder, (x) in no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, (y) any part of a Services Contract that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Services Contract to the maximum amount allowed by law, and (z) if in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or refunded to Customer.
25. **DEFINITIONS.**
- a. "Application Software" means software and accompanying documentation identified in an Order as "Application Software."
 - b. "Assessments" means assessment and recommendation reports created by Xerox in the performance of assessment Services.
 - c. "Base Software" means software and accompanying documentation provided with Equipment.
 - d. "Cartridges" means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
 - e. "Confidential Information" means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools and Xerox Client Tools are considered Xerox Confidential Information.
 - f. "Consumable Supplies" means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.
 - g. "Customer Assets" means all hardware, software and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.
 - h. "Customer Content" means documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
 - i. "Deliverables" means Products, Output of Services, Assessments and Documentation.
 - j. "Developments" means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.
 - k. "Diagnostic Software" means software used by Xerox to evaluate or maintain the Equipment.
 - l. "Documentation" means all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.

- m. "Eligible Affiliate" means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.
- n. "Equipment" means Xerox-brand equipment.
- o. "ETCs" means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.
- p. "Feature Releases" means new releases of Software that include new content or functionality.
- q. "Maintenance Releases" or "Updates" means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- r. "Maintenance Services" means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order.
- s. "MMC" means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.
- t. "Order" means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.
- u. "Output of Services" means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- v. "PO" means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- w. "Pre-existing Work" means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- x. "Products" means, collectively, Consumable Supplies, Equipment, Software and Third Party Products.
- y. "Releases" means, collectively, Maintenance Releases, Updates and Feature Releases.
- z. "Services" means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, imaging and language translation services.
- aa. "Services Contract" means this SSA together with one or more Orders designated by the same Services Contract Number.
- bb. "Services Contract Number" means a 10 digit number assigned by Xerox to each Services Contract.
- cc. "Software" means Application Software and Base Software.
- dd. "Software Support" means the support and maintenance of software provided by Xerox (or a designated servicer).
- ee. "SSO" means a Services and Solutions Order issued by Xerox pursuant to this SSA.
- ff. "SOW" means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.
- gg. "Taxes" means all taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox's income.
- hh. "Third Party Funds" is defined in Section 11.c.
- ii. "Third Party Hardware" means non-Xerox brand equipment.
- jj. "Third Party Products" means, collectively, Third Party Hardware and Third Party Software.
- kk. "Third Party Software" means non-Xerox brand software.
- ll. "U.S." means the United States and its territories and possessions.
- mm. "Xerox Client Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
- nn. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
- oo. "Xerox Work" means, collectively, Developments and Pre-Existing Work.

HAYWARD UNIFIED SCHOOL DISTRICT

XEROX CORPORATION

Signature

Signature

Stan Dobbs

Name (please print)

Name

Asst. Superintendent Business Service

Title

Title

24411 Amador Street

Hayward, CA 94544

Address

Address

Date

Date

ADDENDUM TO SERVICES AND SOLUTIONS AGREEMENT No. 7114354

This Addendum is entered into by Hayward Unified School District ("District") and Xerox and affiliates, employees, agents and contractors ("Agency"), and incorporate the terms of the "Services and Solutions Agreement" except as expressly modified herein.

This Addendum is effective from [inception date] to [termination date] unless otherwise terminated or extended by a written document executed by both parties and approved by the District's governing board.

At all times, the Agency shall comply with the District's rules, regulations, and policies, copies of which the District has provided the Agency in writing prior to the execution of this Agreement. The Agency shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District's employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The Agency is responsible to perform installation, training, maintenance, and any other applicable service at District sites, comply with these requirements, and to certify that its on-site employees or agents have been fingerprinted and background checked in conformity with Education Code Sections 45125.1 and 45125.2, and that each has also undergone required tuberculosis (TB) testing and the tests have been returned "negative," as well as comply with all other contracted requirements.

Agency shall at all times provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the District's use of the equipment listed in attachment. Agency shall ensure that the District's property is not altered, modified or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the Agency, be a breach of contract. as described below in the Section entitled Failure to Fulfill the Contract.

The District shall ensure that the Facilities are timely and properly made available for use by the Agency. The Agency waives any claim against the District for damages relating to its use of the Facilities. Risk of loss for the Agency equipment will pass to the District upon delivery.

The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District's Facilities. The District shall defend and indemnify the Agency, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision.

The Agency shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the Agency's use of the Facilities or this contract, including the acts, errors or omissions of the Agency's subcontractors or suppliers. The Agency shall defend and indemnify the District, and its agents and employees should a Claim be made for which the Agency is alleged to be financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. It is the express intent of the parties that, in keeping with the foregoing responsibilities, the District, its Directors, Officers, employees, and agents are intended and expected to receive the broadest defense and indemnity protection available under law, with any doubts resolved in favor of the proposed indemnified parties.

PATENTS, ETC.

Agency shall hold the District, its officers, agents, servants, and the employees harmless and free from liability on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or furnished or used under this bid in accordance with Article 12B of the Services and Solutions Agreement..

FAILURE TO FULFILL CONTRACT

Should the Agency or its subcontractors or suppliers fail to deliver any article or service, or deliver any article or service which does not conform to the specifications, the District will notify the Agency of its failure and provide the Agency 60 days, or other period as agreed to by the parties in writing, to redo, replace, or correct the deficiency. The District may, if the deficiency is not corrected to the contracted standard within the agreed upon timeframe, at its sole discretion, return the nonconforming article and demand a financial credit, reject the nonconforming service and demand a financial credit, accept such articles or services upon an agreed price reduction, or, particularly in the case of repeated instances of mistakes or failures, annul or cancel the affected article or service, either in whole or in part. Pending issuance of any financial credit the District will pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute. The financial credit can be used to offset any non-Monthly Minimum Charge.

CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The supplier hereby agrees and acknowledges that monies utilized by the District to purchase or lease the items is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to annual appropriation. The District fully reserves the right to cancel this bid at the end of any fiscal year or to terminate selected items due to non-appropriation of sufficient funds. The District will send Agency written notice, within 30 days of its governing body's decision, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice will certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The District will release the Equipment to Agency in good working condition, reasonable wear and tear excepted. The District will then be released from its obligation to make any further payments through the end of the last fiscal year for which funds have been appropriated.

HOLD HARMLESS

The supplier shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of supplier, and subcontractor, or any employee, agent, or representative of supplier and/or subcontractor. The Agency will not be required to indemnify the District due to any negligent or willful act on the part of the District, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than an Agency officer, employee, or agent.

PRICING – TERM OF CONTRACT

Contract term is (5) five years. Prices include all delivery charges and surtaxes. No extra charges will be allowed. Contract may be extended upon mutual consent of District and supplier for an additional four (4) years in accordance with provisions contained in the Education Code, Sections

17596 (K-12). During the term of the agreement, any proposed material increase in price must be approved by the District's governing board.

**NO MINIMUM OR MAXIMUM QUANTITIES, ORDER, CHARGES, OR LIMITATIONS
UPON NUMBER OF ORDERS**

The District does not guarantee orders under this agreement in any specific amount nor shall the District be required to limit its orders to only the estimated figures. This is an indefinite-quantity agreement. Unlimited orders within the terms of the contract shall be allowed to the District at prices quoted.

INSURANCE REQUIREMENTS

The bidder shall have in effect at all times while performing services for the District the following types of insurance with insurers satisfactory to the District:

- a. "All Risk" property damage insurance covering property of the District while in the care, custody or control of supplier, including while in transit, written with sufficient limits to insure that a property owned, leased or in the custody of supplier will be fully insured in the event or loss, with the District named as a loss payee to the extent of its insurable interest.
- b. Workers Compensation and Employers' Liability insurance for statutory limits, with minimum limits of \$1,000,000 per occurrence,
- c. The District will require the Agency to furnish no less than \$1,000,000 aggregate liability and property damage insurance naming the District as an additional insured.
- d. Automobile liability insurance with minimum limits of \$1,000,000 per occurrence.
- e. With respect to all insurance noted in sub-paragraphs c. and d. above, the District shall be named as additional insured under such policies. Agency shall provide District with Certificates of Insurance for all categories of insurance as noted in sub-paragraphs a through d.

This Addendum has been duly reviewed and approved by the authorized agents of the District and Agency, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____

By: _____

Title: _____

As Authorized Agent of the "Agency"

Dated: _____

By: _____

Title: _____

As Authorized Agent of the "District"

Statement of Work Addendum
Agreement # 7114354-001

Services Defined As Of: 11/01/11

Service(s) Provided: DocuCare Break/Fix Service

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>DocuCare Preventative Maintenance</p> <p>DocuCare complements the standard equipment break/fix service for selected Xerox brand equipment by providing preventative maintenance services to improve equipment uptime and maintain equipment performance.</p> <p>DocuCare is available only for selected Xerox brand product families. The list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population. DocuCare break/fix service is not available for non-Xerox branded equipment.</p> <p>DocuCare certified Client Associates will:</p> <ol style="list-style-type: none"> 1. Develop and implement a preventative maintenance schedule for identified high-use equipment covered by this agreement. 2. Help identify potential equipment service problems before they arise. 3. Perform preventative maintenance tasks. 4. Maintain an appropriate on-site inventory of parts and consumable supplies. 5. When required, serve as an interface to off-site technicians or remote diagnostics. 6. When required, perform color balancing and color printer calibration. 	<p>DocuCare services will be available to the client on the following days of the week: <u>Monday through Friday</u>, from <u>8:00 am to 5:00 pm</u> (or 1st shift, or other description of days and hours that a DocuCare AA will be on call).</p> <p>DocuCare Services are provided for up to <u>125</u> customer contracted machines.</p> <p>DocuCare Services are provided for the following product families: DT135F, 700X, 4112CP, WC5775, WC5765, WC5755, WC5735, WC7545, WC7556, WC7775, WCP3635X.</p> <p>Maximum distance between machines serviced under DocuCare under this agreement is 10 – 15 miles.</p> <p>Machines serviced under DocuCare are in the following locations: Various locations throughout the entire Hayward Unified School District</p>	<p>BF-220</p>
<p>Other</p>		<p>BF-A1</p>

Requests for services above these contracted service levels will be subject to equipment/resource availability.

This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

¹The Service Market Code is for Xerox internal use purposes only.

Statement of Work Addendum
Agreement # 7114354-001

Services Defined As Of: 11/01/11

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Client Problem Resolution A single point of contact is provided for customers to request assistance or service to enhance equipment uptime.		BF-104
DocuCare Equipment Service <p>DocuCare compliments the standard equipment break/fix service for selected Xerox brand equipment by providing <i>first responder services</i> to improve equipment uptime and maintain equipment performance. DocuCare Service is incremental to the standard Xerox equipment maintenance agreement for break/fix service.</p> <p>DocuCare is available only for selected Xerox product families. The list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population. Docucare break/fix service is not available for non-Xerox branded equipment.</p> <p>The Xerox DocuCare Client Associate serves as the initial point of contact to receive and troubleshoot equipment service calls.</p> <p>DocuCare certified Client Associates will:</p> <ol style="list-style-type: none"> 1. Understand common machine fault codes and correct them. 2. Diagnose and correct common image quality problems. 3. Replace major components in the print engine, fusing subsystem, and paper handling areas of copiers and printers. 4. Maintain contracted customer uptime. 5. The DocuCare Client Associate will maintain a copier/printer service call log for all machines covered by this agreement. 6. Promote service technician call avoidance, including use of eService web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the Associate to have access to a computer and to the internet at the customer site. 7. Initiate web-based service calls to the customer service engineer. This requires the Associate to have access to a computer and to the internet at the customer site. 8. Upon completion of a service request, the customer is informed of the resolution to the problem. 9. The DocuCare Client Associate will clean equipment and distribute customer inventoried supply items to equipment locations supported under this agreement. 	Decentralized equipment covered by this agreement will be cleaned and restocked with {paper, consumable supplies, staples, etc.} once a week or more frequent upon request.	BF-201

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Statement of Work Addendum
Agreement # 7114354-001

Services Defined As Of: 11/01/11

Management Services

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7114354-001



Services Defined As Of: 11/01/11

Standards of Performance

Definitions:

1. DocuCare Associate Response: Based on the DocuCare Associate calling the end user back after receiving the call or notification from the end user of an equipment issue.
2. Service Response Time: The time the Service Technician takes to respond on site (or by phone if on site not required) to the DocuCare Associate or Client initiated service request.
3. Downtime: Downtime shall mean the number of Contracted Period of Coverage hours in any calendar month during which an item of Equipment, maintained hereunder, is completely inoperative (cannot make prints/copies) during the month and such inoperability is not due to misuse, fire, or using the Equipment in a manner other than was intended.
4. Downtime Calculation: Downtime is calculated from the point in time when Xerox receives the service request for Equipment that cannot make prints/copies until such time as the Equipment is operating per Xerox specifications. Downtime includes machine-repair time and response time when the Equipment is completely inoperative. Downtime excludes preventive maintenance, Equipment move time, time consumed in producing usable prints/copies and maintenance service rendered due to user misuse.
5. Target Response Time: A standard response time for a particular product, which is determined by the Xerox Service Organization.
6. Equipment "Availability Hours": The number of Contracted Period of Coverage hours per calendar month that the Xerox Owned Xerox Brand Equipment may be available for use
7. Contracted Period of Coverage hours shall mean 8:00 am to 5:00 pm local time Monday through Friday (except Xerox celebrated holidays).
8. **Product Family:** Equipment classification based upon standardization volume segments (i.e. low, mid, high) black and white / color or light lens / digital. Service Response Time will be calculated for each Product Family. For example, a fleet of eight 6180's and twenty DC440's would need a response time for the 6180 family and a separate response time for the DC440 family.

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to DocuCare Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.
3. The DocuCare Service Response Time SOP metric below applies only to solutions that include one or more onsite full-time DocuCare associates.

Reporting:

1. Xerox will provide a monthly report for Equipment Uptime.

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7114354-001

Services Defined As Of: 11/01/11

Performance Criteria	Measurement	Description	Calculation
DocuCare Service Response Time Special Note: This SOP metric applies only to solutions that include one or more onsite full-time DocuCare associates.	95% Response Time for Xerox branded equipment	The DocuCare Associate will respond to end user issues within one hour.	The measurement for DocuCare Service Response Time is calculated by dividing the total number of calls responded to in one hour or less by the total number of calls during each month.
Average Technical Service Response Time by Product family	95% Achievement of Target Response Time for Xerox branded equipment	The average amount of time between the DocuCare or Client initiated service call and the arrival of the Service Technician at the site.	<p>The measurement for Average Technical Service Response Time by Product Family is calculated by dividing the Target Response Time by the Average Service Response Time ("ASRT").</p> <p>Example using 6180 family products:</p> <ul style="list-style-type: none"> • Target Response Time is the Xerox standardized response time for the 6180 product family. • ASRT is measured by dividing the Sum of all 6180 Service Call Response Times (this is done by adding up the total response times for all 6180 family products) by the Total Number of Service Calls on the 6180 pieces of equipment. <ul style="list-style-type: none"> • Target Response Time for 6180's = 4 hours • Sum of 6180 Service Call Response Times = 49 hours • Total Number of Service Calls on 6180 = 12 <p>= 4 hours / (49 hours/12 calls) = 4 / 4.08 = 97.9% Achievement of Target Response Time</p> <p>Note: Average Service Response Time is measured for the entire product family and is calculated on a quarterly basis.</p>

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7114354-001

Services Defined As Of: 11/01/11

Performance Criteria	Measurement	Description	Calculation
Equipment Uptime ("Availability Hours")	95% Three Month Rolling Average Uptime for Xerox brand equipment	The three month rolling average percentage that the equipment is available for use within the Contracted Period of Coverage.	<p>The measurement for Equipment Uptime is calculated by dividing the (Availability Hours – Equipment Downtime) by the Availability Hours.</p> <ul style="list-style-type: none"> Equipment Downtime is the Total Service Response Time plus Machine-Repair Time (excludes normal interrupts, e.g. lunch) <ul style="list-style-type: none"> Total Service Response Time is the actual time the technician arrived on site minus the time the initial service call was placed if the machine is in a "down" (cannot make prints or copies) condition. Machine-Repair Time is the time it takes the technician to repair the machine to be operational. Availability Hours is the contracted period of coverage for that machine. (Equal to the total number of working days per month times 8 hours for each shift.) Example. One shift for month of March with no holidays = 8 hours x 21 days = 168 hours. <p>EXAMPLE</p> <p>Equipment Downtime = (Response Time + Repair Time)</p> <p>Total Service Response Time: 4 hours</p> <p>Machine Repair Time: 1 hour</p> <p>Equipment Downtime = (4 + 1) = 5</p> <p>Availability Hours: 21 x 8 = 168 Hours</p> <p>$(168 - 5) / 168 = 97\%$ Equipment Uptime</p> <p>Note: Availability Hours is calculated for the entire fleet of machines (multiply Contracted Period of Coverage hours by total number of machines) on a 3 month rolling average.</p>

END OF STATEMENT OF WORK FOR DOCUCARE BREAK/FIX SERVICE

Requests for services above these contracted service levels will be subject to equipment/resource availability.
This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

Agenda Item:	H.4.
Page Number:	1 of 3
Bd. Meeting Date:	11/16/11
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

Stan Dobbs, Assistant Superintendent, Business Services

SUBJECT: **CONSULTANTS**

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

PURPOSE OF PRESENTATION

To present contracts to the Board for approval.

BACKGROUND

	Vendor	Purpose	Div/Program	Amount
a)	Empowerment Project Services	Provide academic support for African-American male students. Provide student educational support in building cultural awareness & academic engagement for Eden Gardens (SSC approved 10/24/11), Lorin Eden (SSC approved 9/13/11), Treeview (SSC approved 9/7/11), Bret Harte (SSC approved 9/8/11) & Winton (SSC approved 10/6/11)	Educational Services	\$87,500 – EIA Funds
b)	Playworks	Playworks will provide 38 hours of professional development for YEP recess staff, 9 technical assistance visits that will cover tools and techniques needed to implement an energized recess	Student & Parent Support Services	\$36,000 – Carol M. White Grant Funds

program supplemented
by youth and after-
school components.
HUSD staff will be
trained in the Playworks
model and will become
district resource for
Playworks
training.

c) ELS Group	To provide technical and fiscal support	Business Services	\$20,000 – General Fund
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RECOMMENDATION

Approve the above consultant contracts.

Overview of Contracts

November 16, 2011

This document provides a brief description of the content and purpose of each proposed contract. This information is designed to assist board members by providing them with a succinct overview of the contracts submitted for their review and consideration, as well as a sense of the scope of services, the sites and students to be serviced, the potential impact, and the funding source

a) Empowerment Project Services

The Empowerment Project will provide onsite weekly intervention in an afterschool setting for African American male students and identified at-risk students needing support to build academic, cultural competence and social skills support. The program will have an onsite advocate to students through small group workshop sessions and will also provide teacher professional development and parent engagement sessions. This provider will work at Eden Gardens, Lorin Eden, Winton Middle School, Bret Harte Middle School and Treeview / Bidwell School. All School Site Councils approved this provider and it is aligned in their site plan.

b) Playworks

Playworks will provide 38 hours of training for YEP recess staff, 9 technical assistance visits that will cover tools and techniques needed to implement an energized recess program supplemented by youth and after-school components. HUSD staff will be trained in the Playworks model and will become district resources for Playworks training. Staff researched programs with similar services, and used this information to select the vendor with the most comprehensive program for HUSD students.

c) ELS Group

ELS Group, Monterey, California provided detailed support and expertise through the services of Mary T. Stark. Ms. Stark worked onsite with key staff to assist with a number of reporting and reconciliation projects as requested, including reconciliation of historical Medi-Cal Administrative Activities (MAA) balances & budgets; training and budget development work with the Child Development Center Director; Assistance to Accounting Manager Luci Rogers in finalizing key schedules within the FY 2010-11 Unaudited Actuals report; assistance with a software review team of in-house staff to analyze potential finance software systems, support to EIT Network Manager Chris Gutridge with his claims process for the Ed Tech K-12 Microsoft Settlement Voucher reimbursement grant (worth \$1.099M in one time funds); and other reconciliation and report items as assigned by Asst. Supt. Dobbs.

HAYWARD UNIFIED SCHOOL DISTRICT

CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

(11/16/11)

Name of Vendor:

Empowerment Project

Cost:

\$87,500

Purpose:

The purpose of this program is to engage and support administrators, teachers, and staff in implementing a cohesive and comprehensive learning environment while advocating for the diverse needs of our African-American students. Its purpose also provides workshops for students and professional development for staff at Bret Harte, Winton, Eden Gardens, Lorin Eden and Treeview. '

Funding Source:

EIA

Evaluation Criteria:

Data bi-annually which measures attendance, GPA, discipline, evaluations from all stakeholders and CST scores. Parent, teacher, and student surveys.

Term:

School-year

Training and Maintenance/Warranty:

N/A

Contacts:

Angelo Luster 510-677-8214

Sulaiman Ali 510-274-0014

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Lorin Eden Elementary School Bret Harte Date: 11/16/11Winton Middle, Eden Gardens, TreeviewIndividual Requesting Consultant or Service Kim Watts Title: PrincipalsDonald West Gary Dobbs Jessica Bonduris Lisa DaviesBrief Description of Need: *(please reference ie Ed Code, District Goals, CDE compliance or SPSA)*

Service to provide weekly intervention for African American males and identified at-risk students

needing support to build academic, cultural competence, social skills support. The program

will support academic success for identified students through small group workshop sessions,

will provide teacher professional development, and parent engagement.

Student/Staff/Site Council Mtg Conducted ☒ YES ☐ NOProposals Solicited ☒ YES ☐ NO

Briefly describe justification for consultant or service provider selected

Program addresses Board goals 1,2, and 5 to meet the needs of African American students

and at risk students who will benefit from small group workshop sessions and mentoring.

Eden Gardens SSC approval: 10/24/11

Treeview SSC approval: 9/7/11 Lorin Eden SSC approval: 9/13/11

Bret Harte SSC approval: 9/8/11 Winton SSC approval: 10/6/2011

Competitive vendor does not offer cultural competency component.

Indicate Funding Code 01.7091.0.5830.053.47.60.1000.360.000 (EIA)\$87,500.00**Other Consultants or Service Providers Contacted**

	Name	Description of services offered	Cost
1	<u>The Empowerment Project</u>	<u>Specialized Intervention, mentorship</u>	<u>\$87,500.</u>
2	<u>Be A Mentor.org</u>	<u>Mentorship Program</u>	<u>\$96,250.</u>
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 _____ The Empowerment Project _____ (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:
Academic support for African American male students and identified at risk students needing support to build academic, cultural competence. The program will support academic success for identified students through after school small group workshop sessions, teacher-professional development, and parent engagement. Services will be provided by TEP advocate 2 days per week with the exception of Eden Gardens which will take place 1 day a week.

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:

The Empowerment Project agrees to provide an educational support program consisting of the following services: Student advocacy and mentorship; cultural awareness and understanding; pro-active counseling sessions, computer technology training, homework club and tutorials, professional development, teacher conferences, student evaluations, parent conferences, and classroom presentations. Data will be compiled from pre/post surveys (parent, teacher, student); individual student monitoring, quarterly review of report cards and disciplinary updates, progress reports and behavioral updates. The program will take place at Winton Middle School, Treeview Elementary, Lorin Eden Elementary, Eden Gardens Elementary and Bret Harte Middle School. We will align work with the African American Convening outcomes and approved work plan once it is approved.

2. Term

CONTRACTOR shall commence work on November 17, 2011. The work shall be completed no later than June 30, 2012.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of Eight-seven thousand, five hundred Dollars (\$87,500.00) payable as follows: In three installments of \$29,166.66 upon itemized invoice of services at each school. Each school subtotal: Lorin Eden (\$14,000.); Treeview (\$16,000); Eden Gardens (\$5,500); Bret Harte (\$21,000.); and Winton (\$31,000.)

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:

Computer lab to be provided by schools receiving computer technology training for students.

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:
The Empowerment Project
26937 Hayward Blvd. #221
Hayward, CA. 94542

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: _____
Initiating Administrator
Title: _____
School/Dept: _____
Date: _____

The Empowerment Project
Contractor
By: Angelo Luster
Title: _____
Date: _____
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: _____

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT for Board Action
November 16, 2011

NAME OF VENDOR: Playworks

COST: \$36,000

PURPOSE: Playworks will provide a series of 38 hours of training for YEP recess staff, 9 technical assistance visits that will cover tools and techniques needed to implement an energized recess program supplemented by youth and after-school components. HUSD staff will be trained in the Playworks model and will become district resources for Playworks training.

FUNDING SOURCE: Carol M. White GRANT

EVALUATION CRITERIA: Parent, staff and student surveys to be completed at least once a trimester.

TERM: November 17, 2011 – June 8, 2012

CONTACT: Christy Gerren, Director of Student and Parent Support Programs

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: District Office Date: 11/2/2011Individual Requesting Consultant or Service: Christy Gerren Title: SPSP DirectorBrief Description of Need: *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

Playworks will provide training to YEP recess staff on structured recess physical activities. The YEP recess goal is to promote - Goal # 8: District will provide a safe and healthy learning environment. Increased student physical activity is one of the Goals and Objectives for Carol M White/ YEP Recess Program.

Student/Staff/Site Counsel Mtg Conducted: ☐ YES ☐ NO ☐ N/AProposals Solicited: ☐ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

Playworks has a proven track record for training and implementing a structured recess program. We're also starting out on the coattails of a banner year. Surveys of nearly 2,600 principals, teachers, and staff at our 2010-11 partner schools were overwhelmingly positive.

- Nearly nine out of ten (88%) reported a decrease in the number of conflicts originating on the playground and spilling over into the classroom,
- 85% reported a reduction in the amount of time transitioning from recess to classroom instruction.
- Nationally, Playworks schools averaged more than 24 hours of reclaimed teaching time from resolving playground issues.
- In addition, 86% reported a decrease in incidents of bullying, and 87% reported a decrease in disciplinary referrals.

Indicate Funding Code: 01.5812.0.5830.930.1110.1000.365.000 Estimated cost \$ 36,000**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1 <u>Lamarr Kendricks</u>	<u>Training for HUSD staff</u>	<u>Not Available</u>
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 Playworks (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:

To provide a series of content specific workshops and technical assistance visits designed to energize the recess yard in a structured and inclusive way that will engage all students in the playground and in the classroom.

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:

Provide 38 hours of professional development for YEP and recess staff. 9 on site technical assistance and consulting visits. Each visit ranging from four to six hours each. 9 playbooks and 9 sets of playground equipment highlighted in MOU.

2. Term

CONTRACTOR shall commence work on November 17, 2011. The work shall be completed no later than June 1st, 2012.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of 36,000.00 Dollars (\$ 36,000.00) payable as follows: Payment Schedule (Pending HUSD Board Approval): Please notify us immediately of any problems in regards to the payment schedule.

Payments can be made out to:
Attn: Accounting, Playworks, 380 Washington Street Oakland, CA. 94607

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:
Items not listed in the MOU.

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:

Playworks
380 Washington Street
Oakland, CA. 94607

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: Christy Gerren
Initiating Administrator
Title Director, Student and Parent Support
School/Dept: Elementary Schools
Date: 10/26/11

Playworks
Contractor
By: Marcy Michael
Title: Director Business Development
Date 10/26/11
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: _____

**Playworks Recess Implementation
MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into between Playworks Education Energized ("Playworks") and Hayward Unified School District (the "District").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission throughout the school day and in out-of-school time. This Memorandum of Understanding is entered into for the purpose of establishing an effective partnership between the District (HUSD) and Playworks.

Playworks, and the District understand that:

I. Schedule:

a. Recess Implementation Workshops will be delivered on:

December 1st 2011 Time TBD

December 2nd 2011 Time TBD

December 7th 2011 Time TBD

December 8th 2011 Time TBD

December 15th 2011 Time TBD

January 10th 2011 Time TBD

January 11th 2011 Time TBD

b. Nine Technical assistance visits will occur for the following schools on:

- TBD with Christy Gerren and Eben Dower

c. All training and technical assistance visits must be scheduled and completed on or before April 1st 2012.

II. Technical Assistance:

- a. The district will receive nine site visits of technical assistance (additional visits can be added at the daily consulting rate of \$2,000, priced before travel.)
- b. Technical Assistance consists of a range of services, including, but not limited to: recess observations, modeling of games with students, supporting the creation of a recess team at the school, and setting goals and objectives for the recess team.
- c. The Playworks Trainer will work with each participating school to schedule technical assistance visits.
- d. Technical Assistance visits that are cancelled by an individual school after travel has been booked cannot be rescheduled.

III. Successful Implementation: The District understands that the following will influence the level of success of the Recess Implementation Training Program.

- a. A noon supervisor or YEP staff at each elementary school will be designated as the "Recess Coach."

- b. The Recess Coach will be present on the recess yard five days a week during 100% of all recess times.
- c. In addition to and separate from the Recess Coach, Schools agree to provide adequate adult yard supervision during all recess.
- d. Playworks Trainer and Recess Coach will work with the School to create a structured playground environment during all school recesses. Playworks believes that recess is an integral part of the school day.
- e. Playworks recommends that the Recess Coach also be given occasional access to classes in order to teach games to smaller groups of students.
- f. Playworks will provide the Recess Coach with training in order to support a Youth Leadership Program, the purpose of which is to establish student leadership within the Schools and to build student ownership of some key recess functions. This program is geared toward the upper grade levels (emphasis on 4th-6th) and includes maintaining and distributing the school playground equipment and leading peers and younger students in recess games and activities.
- g. Playworks will provide additional training to selected staff. This staff will attend a full day Workshops Energized themed *Group Management 2* and *Providing Playground Support*. Upon completion of this workshop, those additional staff will serve as a support for the Recess Coaches in the various HUSD schools. These staff are not certified by Playworks to serve in a managerial role. HUSD will select and manage staff chosen to provide support to the various HUSD Recess Coaches.
- h. Playworks recommends that all Youth Leaders chosen for the program will be removed from the classroom five minutes prior to the recess and will need to stay on the yard five minutes after the recess is over. **Playworks will work with the Recess Team to implement this Youth Leadership component.**

IV. **Data Collection:** The District agrees to participate in reasonable data collection efforts at various times throughout the year. This may include, but is not limited to: teacher surveys, recess coach surveys, principal surveys, and student surveys.

V. **Equipment:**

- a. The District will receive 9 basic equipment sets to help support recess time. Playworks believes that equipment can be used as a medium to help facilitate play, but is not a determining factor to the success of recess.
- b. Replacement and upkeep of the equipment is the responsibility of the School and/or District
- c. Equipment to be included with the Recess Implementation Training (one set of equipment per school that receives a full day of technical assistance):
 - 2 - 6" soft balls
 - 1- 16" Playground ball
 - 4- 8" rubber Kick balls
 - 2- Soccer balls
 - 1- Football
 - 2- Basketballs
 - 6-Jump Ropes
 - Chalk
 - 50- Cones
 - 4- Sets of 15 flags

VI. Playworks Trainer will NOT function in a supervisory role of the Recess Coach, but will be able to provide administrators with periodic updates. Updates typically include goals and objectives (created by Recess Coach and Playworks Trainer) and recess observations (completed by Playworks Trainer).

VII. Cost:

a. Cost breakdown:

1. Recess Implementation	\$6,000
2. Recess Implementation	\$6,000
3. Recess Implementation	\$4,000
3. 9 Technical Assistance	\$18,000
4. Group Management 2 / Playground support Workshop	<u>\$2,000</u>

b. Total Cost of Project: \$36,000

VIII. Payment Schedule(Pending HUSD Board approval):

Please notify us immediately of any problems in regards to the payment schedule. Payments can be made out to: *Attn: Accounting, Playworks, 380 Washington St, Oakland, CA 94607*

a. Installment #1 - Upon signature. Initial payment of \$10,000 will be due within 30 days of approval of Hayward Unified School District Board.

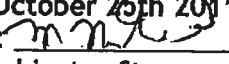
b. Installment #2- \$10,000 will be due within 30 days of last scheduled workshops:
January 13th 2012.

c. Installment #3- Completion of project. Final payment of \$12,000 will be due within 30 days of the last technical assistance visit. All training and technical assistance visits must be scheduled and completed on or before March 1st 2012.

Indemnity: By signing this agreement, the District agrees to indemnify and hold harmless Playworks, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks") from any and all liability. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Playworks becomes legally obligated to pay because of any claim or claims made against Playworks arising from the services provided.

Playworks Education Energized

Date: October 25th 2011

Signed:  Print Name: Marcy Michael, Director of Business Development
380 Washington St
Oakland, CA 94607
510.893.4180
mmichael@playworks.org

Hayward Unified School District (Pending HUSD Board approval)

Date: October 25th 2011

Sign: _____ Print Name: Christy Gerren

24411 Amador Street
PO Box 5000
Hayward, CA 94540-5000
Phone: (510) 784-2600 ext. 72731
Email: cgrerren@husd.k12.ca.us

Agenda Item No.: H.4(c)
Page: 1 of 14
Board Meeting Date: 11/16/11
Consent: X
Yes No

BOARD OF EDUCATION SUMMARY REPORT

DIVISION: Business Services

SUBMITTED BY: Stanley Dobbs, Assistant Superintendent

SUBJECT: ELS Group

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

PURPOSE OF PRESENTATION:

This document will provide updated information on a contracted work for technical and fiscal support services to Business Services.

HISTORY/BACKGROUND:

School Services of California (SSC) provided fiscal advisors to assist the district with a global, "blueprint," expert overview of all aspects of a fiscal solvency plan for the District and were available for answering questions and providing insight into how the office of the Assistant Superintendent, Business and key staff were to proceed in determining the impacts of the dynamic California budget process for FY 2011-12.

The District required further hands-on, detailed, technical review of periodic reporting documentation and research into how the accounting system is posted and exporting into various schedules within the report documents produced for the Alameda County Office of Education and the State Superintendent of Public Instruction's review. The District had a need for this expertise to assist in ensuring that the year-end closing process and the Unaudited Actuals report and schedules were timely and accurate—particularly as several business office positions remained unfilled at the end of August. School Services of California (SSC) and similar agencies do not provide for this level of review and advisement.

ELS Group, Monterey, California was able to provide the necessary detailed support expertise through the services of Mary T. Stark. Ms. Stark worked onsite with key staff to assist with a number of reporting and reconciliation projects as requested, including:

- Reconciliation of historical Medi-Cal Administrative Activities (MAA) balances & budgets
- Training and budget development work with the Child Development Center Director
- Assistance to Accounting Manager Luci Rogers in finalizing key schedules within the FY 2010-11 Unaudited Actuals report
- Assistance with a software review team of in-house staff to analyze potential finance software systems, support to EIT Network Manager Chris Gutridge with his claims process for the Ed Tech K-12 Microsoft Settlement Voucher reimbursement grant (worth \$1.099M in one time funds); and
- Other reconciliation and report items as assigned by Asst. Supt. Dobbs.

A contract dated August 30, 2011 in the amount of \$4,800.00 was created for the costs of services provided by Ms. Stark through the ELS group from August 31, 2011 to September 28, 2011. A second contract dated October 4, 2011 in the amount of \$4,100.00 was created for the costs of services provided by Ms. Stark through the ELS group from October 4, 2011 through October 13, 2011. An addendum extended this agreement through October 18, 2011 without specified costs.

IMPLEMENTATION

To adequately ensure that Ms. Stark's work is fully compensated, an overall agreement, not to exceed \$20,000.00, shall be implemented.

This agreement reflects the comprehensive costs of all services and expenses incurred by Ms. Stark, provided through ELS Group, from August 30th through October 18th.

RECOMMENDATION

The recommendation is to approve payment on contracted services and expenses for technical and financial expertise consulting not to exceed \$20,000.00.

HAYWARD UNIFIED SCHOOL DIST.**Consultant or Service Validation Form**Site Location: Business Services Date: 11/16/2011Individual Requesting Consultant or Service: Stan Dobbs Title: Asst. Supt. Bus. Svcs.Brief Description of Need: *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

In support of Board Goal #4: Business Services requires technical financial expertise with Hands-on, detailed, review of periodic reporting documentation and research into how the accounting system is posted and exporting into various schedules within the report documents produced for the Alameda County Office of Education and the State Superintendent of Public Instruction's review.

Student/Staff/Site Counsel Mtg Conducted: ☒ YES ☐ NO ☐ N/AProposals Solicited: ☐ YES ☒ NO

Briefly describe justification for consultant or service provider selected:

School Services of California (SSC) and similar agencies do not provide for this level of review and advisement.

With the support of the Superintendent, ELS Group, Monterey, California was able to provide the necessary detailed support expertise through the services of Mary T. Stark

Indicate Funding Code: General Fund Estimated cost \$ NTE 20,000**Other Consultants or Service Providers Contacted**

Name	Description of services offered	Cost
1	_____	_____
2	_____	_____
3	_____	_____

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



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the 30th day of August 2011 by and between The ELS Group, LLC, a California limited liability company (the "Company"), and the Hayward Unified School District (the "District") for the services of Mary T. Stark ("Consultant"); collectively the "Parties".

RECITALS

- A. The District desires to retain Consultant as an independent contractor to perform technical financial consulting services for the District.
- B. Consultant is willing to perform such services, on terms set forth more fully below.
- C. Consultant warrants that there is no conflict of interest with any other current job with the job and responsibilities of the District.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. SERVICES AND COMPENSATION

(a) Consultant agrees to perform for the District the services described in Exhibit A as an Independent Contractor as defined in Section 5.

(b) The District agrees to pay the Company the compensation and travel expenses set forth in Exhibit A for the performance of the Consultant's Services.

2. REPORTS

Company agrees that during the term of this Agreement or any extension thereof the Consultant will keep the District advised as to Consultant's progress in performing the Services hereunder and that Consultant will, as requested by the District, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Consultant's Services.

3. TERM AND TERMINATION

(a) This Agreement will commence on the date first written above and will continue through September 28, 2011 or earlier termination as provided below. Prior to September 28, 2011, based on mutual agreement, it may be the intent of the District and the Consultant to enter into an extended agreement for an additional period of time.

(b) The District may terminate in writing this Agreement without prior notice thereof to Consultant. The District also may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

(c) Upon such termination all rights and duties of the Parties toward each other shall cease except that the District shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Consultant for unpaid Services and related expenses, if any, in accordance with the provisions of Section 1 (Services and Compensation) hereof, of this Agreement.

4. ASSIGNMENT

Neither this Agreement, nor any right hereunder or interest herein, may be assigned or transferred by Consultant without the express written consent of the District. Any assignment is void.

5. INDEPENDENT CONTRACTOR

The Company and the Consultant are Independent Contractors and shall pay all wages and expenses and all Federal, State and local taxes thereon, including Social Security, Worker's Compensation self-employment and Unemployment Compensation ("Independent Contractor"). Nothing in this Agreement shall be deemed to create the relationship of employer-employee, principal-agent, partner or joint venture between District, the Company, and Consultant but Consultant shall perform the Services hereunder as an Independent Contractor. Consultant agrees to furnish (or reimburse the District for) all tools and materials necessary to accomplish this contract, and shall incur all expenses associated with performance, except as expressly provided on Exhibit A of this Agreement. At no time shall Consultant or Company, or the District represent that the Consultant is an affiliate, representative, associate or agent of the District.

6. INDEMNIFICATION

The Company and the Consultant shall indemnify and hold harmless District and each of its present and former Board members, directors, officers, personnel and agents, from and against any and all claims, demands, loss, damage or expense (a) related to bodily injury or death of any person or damage to property to the extent proximately caused by Consultant negligent acts or omissions in the course of providing the Services hereunder; (b) resulting from any determination that Consultant is not an Consultant; (c) related to claims by Consultant subcontractors, if any, for injuries or damages under Worker's Compensation or similar acts; or (d) related to any third party claim arising out of Consultant performance of the Services hereunder.

7. GENERAL LIABILITY INSURANCE & AUTO INSURANCE

The Company represents and warrants that Consultant shall maintain at all times and at Consultant's own expense General Liability Insurance and Auto Insurance if Consultant shall be driving a Consultant's car, which proof of such insurance shall be given to Company, upon request, prior to any Services being performed under this Agreement.

8. WAIVER OF WORKERS COMPENSATION RIGHTS

WAIVER OF RIGHTS UNDER THE CALIFORNIA WORKERS COMPENSATION ACT. By entering into this Agreement with the Hayward Unified School District, Consultant agrees to waive Consultant's right to be covered for accidental injuries including death resulting there from, sustained by the Consultant and arising out of, and in the course of performing Services under this Agreement and in accordance with the California Labor Code, Division 4.

9. BENEFITS

Company acknowledges and agrees, and it is the intent of the Parties hereto, that Consultant receives no benefits from the Company or the District, either as an independent contractor or employee. If Consultant is reclassified by a state or federal agency or court as an employee for tax or other purposes, Consultant will become a non-benefit employee and will receive no benefits from the Company or the District, even if by the terms of the benefit plans or programs of the District in effect at the time of such reclassification Consultant would otherwise be eligible for such benefits.

10. ARBITRATION AND EQUITABLE RELIEF

(a) Except as provided in Section 3(b) above, the Company Consultant and the District agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by binding arbitration to be held in Monterey County, California, in accordance with the Commercial Arbitration Rules, supplemented by the Supplemental Procedures for Large Complex Disputes, of the American Arbitration Association as then in effect (the "Rules"). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

(b) The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. The arbitration proceedings shall be governed by federal arbitration law and by the Rules, without reference to state arbitration law. Consultant hereby consents to the personal jurisdiction of the state and federal courts located in the Northern District of California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) Company has read and understands section 10, which discusses arbitration. Company understands that by signing this agreement, Company agrees to submit any claims arising out of, relating to, or in connection with this agreement, or the interpretation, validity, construction, performance, breach or termination thereof, except as provided in section 3(b), to binding arbitration, and that this arbitration clause constitutes a waiver of Consultant's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the relationship between the parties.

11. ENTIRE AGREEMENT

This Agreement is the entire agreement of the Parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

This Agreement may not be amended in any respect other than by written instrument signed by the party against whom enforcement is sought. It shall also be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors and assigns, and it shall be governed by the internal laws of the State of California without regard to conflicts of law provisions.

12. **MISCELLANEOUS.**

- (a) Section headings are employed in this Agreement for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- (b) The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- (c) If any provisions of this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, unenforceable provisions were omitted. No remedy set forth in this Agreement or otherwise conferred upon or reserved to either Party shall be considered exclusive of any other remedy.
- (d) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.
- (e) In the event either party defaults in any of the terms and conditions herein and litigation is commenced for enforcement and/or breach, the prevailing party shall be entitled to all costs and reasonable attorneys' fees from the non-prevailing party in said cause.
- (f) Any notice or other communication required or permitted by this Agreement shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to a party hereto at the such party's address set forth below (or at such other address for a party as may be specified by like notice). If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

Hayward Unified School District

By: 

Name: Stanley Dobbs
Asst. Superintendent Business
Assistant Superintendent
HUSD Business Services

COMPANY:

The ELS Group, LLC

By: 

Name: Sallie A. Savage
Senior Partner

AUG 31 2011

EXHIBIT A

Contact: Consultant's principal District contact and reporting relationship shall be with:

Name: Mr. Stan Dobbs

Title: Assistant Superintendent, Business

Services:

The Services shall include, but may not be limited to, the following:

PRIMARY OBJECTIVES: *To provide District business department staff with training and hands-on technical expertise to complete the FY 2010-11 Annual Year End Closing of the District's Financial Books.*

Specific Deliverables prior to September 14, 2011:

- Preparation of transactions and training on the detail of the year end closing process using the District's QSS financial and State of California SACS reporting software
- Support toward a completed Unaudited Actuals Report prepared for the District Board
 - o To include a final data file for use by the County Office of Education and the District's independent audit firm

COMPENSATION

The District shall reimburse Company \$4,800 for Consultant's services.

The District shall reimburse Company for travel expenses incurred by Consultant pursuant to this Agreement when performing services onsite. These expenses are agreed to include as follows:

- Mileage at the standard IRS mileage rate for business travel for weekly round trip travel from Consultant's home office at 1430 Railroad St., #2, Oceano, CA to District administration office in Hayward.
- Lodging at the rate of one night per one day of onsite services. At a rate not to exceed \$100 per night.

Consultant shall submit a statement for services and travel expenses in a form prescribed by the Company by the last calendar date of the month, and such statement shall be approved by the contact person listed above or other designated agent of the Company. An invoice will be prepared by the Company to the District.



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the 4th day of October 2011 by and between The ELS Group, LLC, a California limited liability company (the "Company"), and the Hayward Unified School District (the "District") for the services of Mary T. Stark ("Consultant"); collectively the "Parties".

RECITALS

A. The District desires to retain Consultant as an independent contractor to perform technical financial consulting services for the District.

B. Consultant is willing to perform such services, on terms set forth more fully below.

C. Consultant warrants that there is no conflict of interest with any other current job with the job and responsibilities of the District.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. SERVICES AND COMPENSATION

(a) Consultant agrees to perform for the District the services described in Exhibit A as an Independent Contractor as defined in Section 5.

(b) The District agrees to pay the Company the compensation and travel expenses set forth in Exhibit A for the performance of the Consultant's Services.

2. REPORTS

Company agrees that during the term of this Agreement or any extension thereof the Consultant will keep the District advised as to Consultant's progress in performing the Services hereunder and that Consultant will, as requested by the District, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Consultant's Services.

3. TERM AND TERMINATION

(a) This Agreement will commence on the date first written above and will continue through October 13, 2011 or earlier termination as provided below. Prior to October 13, 2011, based on mutual agreement, it may be the intent of the District and the Consultant to enter into an extended agreement for an additional period of time.

(b) The District may terminate in writing this Agreement without prior notice thereof to Consultant. The District also may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

(c) Upon such termination all rights and duties of the Parties toward each other shall cease except that the District shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Consultant for unpaid Services and related expenses, if any, in accordance with the provisions of Section 1 (Services and Compensation) hereof; of this Agreement.

4. ASSIGNMENT

Neither this Agreement, nor any right hereunder or interest herein, may be assigned or transferred by Consultant without the express written consent of the District. Any assignment is void.

5. INDEPENDENT CONTRACTOR

The Company and the Consultant are Independent Contractors and shall pay all wages and expenses and all Federal, State and local taxes thereon, including Social Security, Worker's Compensation self-employment and Unemployment Compensation ("Independent Contractor"). Nothing in this Agreement shall be deemed to create the relationship of employer-employee, principal-agent, partner or joint venture between District, the Company, and Consultant but Consultant shall perform the Services hereunder as an Independent Contractor. Consultant agrees to furnish (or reimburse the District for) all tools and materials necessary to accomplish this contract, and shall incur all expenses associated with performance, except as expressly provided on Exhibit A of this Agreement. At no time shall Consultant or Company, or the District represent that the Consultant is an affiliate, representative, associate or agent of the District.

6. INDEMNIFICATION

The Company and the Consultant shall indemnify and hold harmless District and each of its present and former Board members, directors, officers, personnel and agents, from and against any and all claims, demands, loss, damage or expense (a) related to bodily injury or death of any person or damage to property to the extent proximately caused by Consultant negligent acts or omissions in the course of providing the Services hereunder; (b) resulting from any determination that Consultant is not an Consultant; (c) related to claims by Consultant subcontractors, if any, for injuries or damages under Worker's Compensation or similar acts; or (d) related to any third party claim arising out of Consultant performance of the Services hereunder.

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and assigns, and it shall be governed by the internal laws of the State of California without regard to conflicts of law provisions.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

Hayward Unified School District

By: _____

DATE:

Name: _____
Asst. Superintendent, Business

COMPANY:

The ELS Group, LLC

By: 

DATE: October 4, 2011

Name: Sallie A. Savage
Senior Partner

EXHIBIT A

Contact: Consultant's principal District contact and reporting relationship shall be with:

Name: Mr. Stan Dobbs

Title: Assistant Superintendent, Business

Services:

The Services shall include, but may not be limited to, the following:

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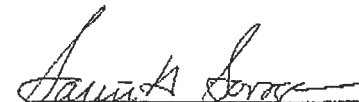
ADDENDUM
OCTOBER 4, 2001 AGREEMENT

This is an addendum to the October 4, 2011 agreement between the Hayward Unified School District and the ELS Group, LLC, for the professional consulting services of Mary T. Stark. The amended agreement extends the date of service from October 13, 2011 to October 18, 2011 to capture two additional days of service requested by the District. All other provisions of the agreement remain unchanged.

District:

ELS Group:

Stan Dobbs


Sallie A. Savage

Date:

Date: Oct 27, 2011

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
Lorin Eden PTA	Donation for fingerprinting scholarships	610.00	Lorin Eden E.S.
Lorin Eden PTA	Donation to cover transportation costs for field trips	432.00	Lorin Eden E.S.
Joseph Ochoa	Donation for purchase of new electronic marquee	1,500.00	Ochoa M.S.
Christine Ochoa	Donation for purchase of new electronic marquee	500.00	Ochoa M.S.

RECOMMENDATION:

Accept these generous donations. Letters of thanks will be sent to the donors by members of the Board of Education.

Agenda Item:	H.6.				
Page No:	1 of 1				
Bd. Meeting Date:	11/16/11				
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
<u> </u>	<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 & Family
Support Services**

SUBJECT: STUDENT DISCIPLINE

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

Purpose of Presentation: Action

History/Background Information

The Hayward Unified School District Board of Education is required to consider and take action on student expulsion issues.

Recommendation

Staff recommends that the Board take the following actions:

Expulsion

- Consider the expulsion of student #49608 2011/2012 from the Hayward Unified School District
- Consider the expulsion of student #54333 2011/2012 from the Hayward Unified School District

Reinstatement

- Consider the reinstatement of student #1107009 2010/2011 to the Hayward Unified School District
- Consider the reinstatement of student #35901 2007/2008 to the Hayward Unified School District
- Consider the reinstatement of student #34116 2007/2008 to the Hayward Unified School District
- Consider the reinstatement of student #53350 2011/2012 to the Hayward Unified School District

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