



## SAUSALITO MARIN CITY SCHOOL DISTRICT

Board of Trustees:  
William Ziegler, President  
Joshua Barrow, Vice President  
Caroline Van Alst, Clerk  
Shirley Thornton, Ed. D.  
Thomas Newmeyer  
Superintendent: Steve Van Zant

### **Sausalito Marin City School District** **Agenda for the Regular Meeting of the Board of Trustees** **Bayside/Martin Luther King School** **200 Phillips Drive, Marin City, CA 94965**

**Tuesday, July 8, 2014**

- 4:30 p.m. Open Session – Bayside/Martin Luther King School Conference Room  
4:31 p.m. Closed Session – Bayside/Martin Luther King School Conference Room  
6:00 p.m. Open Session – Bayside/Martin Luther King School Library

**I. OPEN SESSION – Call to Order**

**II. CLOSED SESSION – AGENDA**

1. With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957: **Personnel – Superintendent's Evaluation**

**OPEN SESSION AGENDA**

- III. OPEN SESSION** - Depending upon completion of Closed Session items, the Governing Board intends to convene in open Session at 6:00 p.m. to conduct the remainder of the meeting, reserving the right to return to Closed Session at any time.

**PLEDGE OF ALLEGIANCE**

**1. AGENDA REORGANIZATION/APPROVAL**

Are there any requests from the Board to move any agenda item to a different location?

**2. BOARD COMMUNICATIONS**

Board of Trustees Reports - Board Members may make brief announcements or briefly report on their own activities as they may relate to school business.

**3. CORRESPONDENCE**

- 3.01** School Activity Calendars, Schedules and Events

**4. REPORTS**

- 4.01** SMCTA Report  
**4.02** CSEA Report  
**4.03** Director of Maintenance  
**4.04** Superintendent's Report  
**4.05** Garden Report – Judy Shils

Entire board packet on [www.smcsd.org/School Board/Meeting Agendas and Minutes](http://www.smcsd.org/School Board/Meeting Agendas and Minutes)

## **5. ORAL COMMUNICATIONS**

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board. The Board is asking that members of the public wishing to speak, fill out a form located on the counter/table, stating their name and address; the agenda item; and the topic to be discussed. BB 9323.

The Governing Board is prohibited from taking any action on any item raised in this section unless the item is specifically agendaized. The members of the Governing Board may ask a question for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting on any matter or take action directing staff to place a matter of business on a future agenda. Governing Board members may make brief announcements or briefly report on his/her own activities as they relate to school business.

State open meeting laws allow members of the public to lodge public criticism of District policies, procedures, programs, or services. However, those same laws include specific provisions designed to protect the liberty and reputational interests of public employees by providing for the non-public hearing of complaints or charges against employees of the District. Under these laws, it is the employee subject to complaints or charges who is provided the right to choose whether those complaints or charges will be heard in open or closed session. It is therefore the desire of the Sausalito Marin City School District that complaints against an employee be put in writing, and that when the Board hears complaints or charges against an employee it do so in closed session unless the employee requests an open session. Consistent with the law and the opinion of the State Attorney General's Office, please submit any complaints against an employee in writing, to the administration, in accordance with the district's complaint procedure. This procedure is designed to allow the District to address complaints against employees while at the same time respecting their legitimate privacy rights and expectations.

## **6. GENERAL FUNCTIONS**

**6.01** Consent agenda: \*8.02, \*9.03

**6.02** Willow Creek Academy Memorandum of Understanding (Bullet Points) – Action

**6.03** Willow Creek Academy Charter Renewal - Action

## **7. PUPIL SERVICES**

## **8. PERSONNEL**

**8.01** Declaration of Need for Fully Qualified Educators – Action

**\*8.02** Personnel Action Report - Action

## **9. FINANCIAL & BUSINESS**

**9.01** 2014-2015 Consolidated Application for Funding - Action

**9.02** 2014-15 Agreement with the Boys & Girls Clubs of Marin and Southern Sonoma Counties - Action

**\*9.03** Payment of Warrants – Batches 54-58

**9.04** Purchase of Van for Special Education Transportation - Action

## **10. CURRICULUM AND INSTRUCTION**

## **11. POLICY DEVELOPMENT**

**11.01** Board Policy 1501 – Uniform Complaint Procedures – Action

**11.02** Board Policy 1000 – Community Relations - Concepts and Roles – First Read

**11.03** Board Policy 1020 – Community Relations - Youth Services – First Read

**11.04** Board Policy 1112 – Community Relations - Media Relations – First Read

## **12. BOARD REQUESTS**

## **13. FUTURE MEETING**

The next Regular Meeting of the Board of Trustees will be on Tuesday, August 12, 2014, in the Bayside/Martin Luther King School Library

## **14. ADJOURNMENT**

\*Consent Agenda Items

Entire board packet on [www.smcsd.org/School Board/Meeting Agendas and Minutes](http://www.smcsd.org/School Board/Meeting Agendas and Minutes)

*Phillips Drive, Marin City, California, or at the scheduled meeting. Board agenda back-up materials may also be accessed online at [www.smcsd.org](http://www.smcsd.org). In addition, if you would like a copy of any record related to an item on the agenda, please contact the Administrative Assistant to the Superintendent at 415-332-3109*

*In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at 415-332-3190. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.*

## Sausalito Marin City School District

**Agenda Item:** 6.02

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input checked="" type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☒ **Item is for Information Only:** ☐

**Item:** Memorandum of Understanding (MOU) Bullet Points– Willow Creek Academy

**Background:**

The Willow Creek Academy (WCA) is a State of California approved charter school authorized by the Sausalito Marin City School District. WCA is an important part of the educational fabric of the community and serves a vital role in the education of children in the Sausalito and Marin City communities.

After months of intense work, we have agreed to the following bullet points for our working agreement with WCA over the next five years. While the final MOU is still in process, we have agreed that the following bullet points will serve as a placeholder until that document can be finalized. As we are already in the new fiscal year, these bullet points will serve as our operating principles until the final MOU is ready for approval. These bullet points have been approved, in this form, by the WCA Board.

The key factors are:

1. WCA's willingness to freeze per student ADA revenues so that the District can adjust to the loss of grants
2. The handing off of custodial services to WCA
3. Joint agreements to create economies of scale in areas such as technology and certain instructional strands
4. A revenue sharing plan in special education, facilities and other areas, based on the Local Control Funding Formula (LCFF) ratios to ensure equity and needs-based assignment of funds.

It is our intent that this agreement will usher in a new era of cooperation between the schools and allow us to turn our focus back onto the needs of ALL of our students.

**Fiscal Impact:**

Undetermined – in year one the “supplemental grant” will be reduced and potentially eliminated by year three - this is dependent on the State Schedule of implementation of LCFF.

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant



## MOU BULLET POINTS FOR DISCUSSION ONLY

**Preamble:** It is the policy of the District to allocate resources equitably and without regard to which public school (charter or traditional) students attend, or where within the District students live.

**Definitions:**

**WCA:** Willow Creek Academy

**District:** Sausalito Marin City School District

**Basic Aid Excess:** Total Revenue less the following: a) State mandated LCFF amounts allocated to each school b) Special Education Costs c) District Overhead c) District Facilities Costs and Capital Expenditures paid from the General Fund d) Local Funding Grants

**Local Funding Grants:** grants received for specific expenses at the traditional district school and used only for those functions to which they are designated as outlined in the grant.

**District Facilities Costs:** includes technology, ongoing and deferred maintenance, utilities and capital expenditures on facilities, furniture, fixtures and equipment. Both parties will work together to determine an equitable allocation of resources in these areas with the goal of reasonable equivalency in facilities between the two schools. It is understood that each school may apply for their own grants and/or private fundraising to implement school specific improvements that are above and beyond District Facilities Costs.

**District Overhead:** includes the cost for District specific personnel and services for accounting, oversight and those shared services outlined in Section 3 below and shall not include any costs for services specific to the individual schools unless agreed as an addendum to this Agreement. [To Be defined with specificity, perhaps by District budget function codes]

**Special Education Costs:** all costs spent by the District on Special Education

**Special Education Services:** all Special Education services required to be provided to students attending public school in the District.

**Total Revenue:** all revenue received by the Sausalito Marin City School District

**District Funding:** Funds transferred from the District to WCA

### 1) Funding (Section III of current MOU)

- a. For fiscal years 2014-15 and 2015-16, District Funding (combined in lieu tax transfer and basic aid grant) to WCA will be a minimum of \$7,100 per ADA.
- b.
  - I. Funding will never be less than the greater of a) the current year funding allocation formula (as outlined in this section) or b) the total amount of funding that would have been paid per the allocation formula for the previous year.
  - II. For fiscal years 2014-15 and 2015-16, if the Kindergarten out-of-district enrollment exceeds 10% of the total in-district Kindergarten enrollment at the first interim, District Funding in excess of the legal minimum will be reduced \$\_\_ for each student enrolled in excess of the 10% threshold. This figure represents an approximation of the difference between the amount the District is reimbursed for out-of-district students and the amount the District is required to transfer to WCA for such students. This reduction will not apply to the 2014-15 first through eighth classes, but to the extent the Kindergarten out-of-district students rise through the grades, the reduction will continue.

- c. Beginning in fiscal year 2016-2017 any Basic Aid Excess will be allocated between the two schools in the District at the same ratio as the LCFF Average \$ per student is allocated based on the prior year LCFF allocations.
- d. If property tax revenue to the District increases by more than 2% from the prior year, the additional property tax revenue above the 2% threshold will be allocated to the District schools (WCA and Bayside/MLK) based on the prior year ADA ratio. [Not intended to address bond or parcel tax revenue]
- e. Special Education Costs, District Overhead and District Facilities Costs will be paid by the District. Notwithstanding, if Basic Aid Excess for any fiscal year is anticipated to be zero or negative (as budgeted at the X interim budget) the District will work with both schools to determine ways to cover Special Education Costs, District Overhead and District Facilities Costs with the express understanding that both schools will contribute an amount of their respective LCFF allocations to cover these District wide expenses.
- f. The District will endeavor to minimize all District Overhead, and to expend funds for special education as efficiently as possible consistent with the obligation to meet special education needs.
- g. Any District charges to WCA not specifically outlined in this agreement must be agreed between the District and WCA.

2) Services (Section V-J-1 in current MOU)

- a. **Maintenance:** The two schools will share maintenance staff and services that will work to maintain equivalent facility infrastructure, grounds maintenance (landscaping) and standards of upkeep at both schools. The District will work with both schools to create a consistent maintenance policy and standard for all schools. [ Section 1 (Funding) is not intended to address deferred maintenance costs]
- b. **Custodial:** WCA will contract directly for custodial services and will be responsible for all custodial costs; there will be no custodial charge from the District to WCA.
- c. **Technology:** The District will work to maintain equivalent technology infrastructure and standards at both schools. One approach the parties agree to explore is to share technology staff and services. The District will work with both schools to create a consistent technology policy and standard for all schools.
- d. **World Language:** The District will work to fund robust and reasonably equivalent language programs at both schools.
- e. **Nursing:** The two schools will share nursing services and staff who will work to maintain equivalent care at both schools. The District will work with both schools to create a consistent standard for all schools.
- f. **Oversight:** Any oversight fee to WCA will be no more than actual cost of oversight. Fees for facilities, oversight, facility and landscape maintenance will not exceed 3% of LCFF funding for WCA and the District and WCA will work together to minimize oversight costs whenever possible.
- g. **After School:** The District will work to fund robust and reasonably equivalent after school programs on-site at both schools.

- 3) Special Education (Section VI-E in current MOU)
  - a. The District will provide WCA with Special Education Services as a school within the District.
- 4) Facilities & Facilities Use Agreement (Section IX in current MOU)
  - a. WCA will be granted the minimum equivalent facilities and grounds as those allocated in the previous year as long as the number of classes enrolled meets or exceeds the previous year classroom enrollment. If enrollment falls below the previous year the District and WCA will meet to determine reasonable facilities for the following year based on reasonable enrollment projections.
  - b. WCA will be given use of additional classrooms at the Nevada St campus as needed to serve additional classes as they are added.
  - c. WCA facilities will never be less than those required by State law and will be equivalent in quality to those provided for other District schools per Prop 39
  - d. Any school within the District will notify the District prior to altering the premises and any approved alterations will be maintained by the District.
  - e. WCA will not rent or lease parts of the campus without District approval.
  - f. Beginning in 2014-15, WCA will be allocated the Nevada Street campus except for 33 Buchanan and [describe rooms to be used for Special Ed or other known District programs to be housed there]

## Sausalito Marin City School District

**Agenda Item:** 6.03

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input checked="" type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☒ **Item is for Information Only:** ☐

**Item:** Charter Renewal – Willow Creek Academy

**Background:**

The Willow Creek Academy (WCA) is a State of California approved charter school authorized by the Sausalito Marin City School District. WCA is an important part of the educational fabric of the community and serves a vital role in the education of children in the Sausalito and Marin City communities.

After reviewing the petition, working budgets, financial records and audits, we are comfortable that WCA is fiscally sound and should remain so for the next five years as they will have ample resources to responsibly operate a school.

Furthermore, after many classroom observations, discussions with site leadership and the board, we are comfortable in acknowledging WCA's efforts to continually improve their instructional practice to better meet the needs of under-represented populations. We look forward to seeing how their practices evolve in the next five years and we are confident that they can maintain the momentum started by their dynamic leadership team.

Therefore, we recommend that the Willow Creek Academy's charter be approved for another five-year term.

**Fiscal Impact:**

Undetermined

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant



## **Willow Creek Academy Charter Renewal Petition**

**Submitted To  
Sausalito Marin City School District**

**December 20, 2013**

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## WILLOW CREEK ACADEMY CHARTER

### AFFIRMATIONS/ASSURANCES

As the authorized petitioners, we, the Board Members of Willow Creek Academy and Applicants for renewal, hereby certify that the information submitted in this petition for the renewal of a California public charter school named Willow Creek Academy ("Willow Creek" or the "Charter School"), located within the boundaries of the Sausalito Marin City School District (or the "District") is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded renewal of the charter, the Charter School:

- Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Shall be deemed the exclusive public school employer of the employees of the Willow Creek Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Shall admit all students who wish to attend the Willow Creek Academy, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random lottery process. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- Shall at all times maintain all necessary and appropriate insurance coverage.
- Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Will follow any and all other federal, state, and local laws and regulations that apply to the Willow Creek Academy including but not limited to:
  - The Willow Creek Academy shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
  - The Willow Creek Academy shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
  - The Willow Creek Academy shall comply with any jurisdictional limitations to locations of its facilities.
  - The Willow Creek Academy shall comply with all laws establishing the minimum and maximum age for public school enrollment.
  - The Willow Creek Academy shall comply with all applicable portions of the No Child Left Behind Act.
  - The Willow Creek Academy shall comply with the Public Records Act.
  - The Willow Creek Academy shall comply with the Ralph M. Brown Act.
  - The Willow Creek Academy shall comply with all conflicts of interest laws applicable to the District Board of Education.

- The Willow Creek Academy shall comply with the Family Educational Rights and Privacy Act.
- The Willow Creek Academy shall meet or exceed the legally required minimum of school days.

[signature on file]

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Orlando Lobo, Board President, Lead Petitioner for Renewal  
35 Prospect Avenue  
Sausalito, California 94965  
(415) 331-2597

Date

## Part 1: Introduction

Founded by a group of dedicated parents and community members, Willow Creek Academy, a public charter school, received its first Charter from the Sausalito Marin City School District in the spring of 2001 and opened its doors in September 2001. Three years later, the Charter was renewed for five years. Our second renewal passed in 2009. This charter seeks our third renewal for a charter term beginning July 1, 2014 through June 30, 2019.

The school founders wanted to create an atmosphere of choice within the District, and Willow Creek was created with a philosophy and belief that inquiry driven, project oriented learning would provide District residents, as well as out of District families, an opportunity to participate in their children's education.

Starting with 37 students in grades kindergarten through fourth grade in September 2001, Willow Creek grew through the next years to a population of 150 students by 2006-07 in grades kindergarten through eight. The first eighth grade class graduated in June 2006.

Several features distinguish Willow Creek from a traditional District experience:

- Parent involvement is central to our school culture. Families are strongly encouraged to contribute to our school community by providing a certain number of hours per school year in volunteer time to the School. This support can be manifest in a variety of ways from working in the classroom to driving on field trips to assisting at fund raising events.
- Willow Creek has a diverse student body. There is no significant majority of any specific socio-economic group. As a result, students of a variety of backgrounds and beliefs learn to work together and support each other.
- As a Charter School, Willow Creek welcomes families from anywhere in California and, while the majority of its students live in the Sausalito Marin City School District or other communities in Marin County, students have come from as far as Fairfield and Vallejo because parents found the school to be a good fit for their child.
- As a small school, parents, students and staff have a strong voice in the direction the school will follow. Working with the Willow Creek Board of Directors (in addition to being a public school, Willow Creek is also a 501(c)(3) non profit organization), parents and staff, and sometimes students, are able to shape the school in the image that the community desires. Rarely does one have this opportunity in public education.

## Mission

Willow Creek Academy is an independent charter school serving kindergarten through eighth grade students who demonstrate the ability and promise of succeeding in a challenging educational community. The school embraces, celebrates and welcomes a diverse school community. Willow Creek is committed to:



- Developing students who are self-motivated, competent, self-disciplined and socially responsible lifelong learners.
- Partnering staff, students, parents and community to create a unique, challenging and individualized learning environment with high academic standards and expectations.
- Applying academic learning to meaningful real-life activities and situations through project-oriented programs.
- Providing advanced opportunities in science, technology, environmental education and arts programs that foster independent, critical, collaborative, reflective and creative thinking.
- Respecting diversity and whole child development – cognitive, emotional, social and physical.

### **Board of Directors/ Administrators**

Attached, as Exhibit A, please find a list and description of the education, work experience, credentials, degrees and certifications of the Willow Creek Academy Board of Directors and administrators.

### **Consultants**

Attached, as Exhibit B, please find a list of consultants whom the Charter school has engaged in the development of this renewal charter, operation and evaluation of the Charter School along with a thorough description of the qualification of such consultants.

### **Accomplishments of the Previous Charter Term (2009-2013)**

- Increased number of students from 188 to 322 (an increase of 71%) while maintaining our three school divisions: Lower Elementary (K-2); Upper Elementary (3-5) and Middle School (6-8).
- Successfully transitioned school leadership from our founding Head of School to a new leader with experience in charter schools.
- Created new administrative position of Assistant Head of School to support school's overall operational effectiveness.
- Developed a partnership with PlayWorks, a national organization that brings safe, collaborative games to schools.
- Implemented educator-led committees across the school to bring diverse perspectives to pressing school needs and interests.
- Hired a Literacy Specialist to focus on improving our reading and writing programs for students and boost overall student achievement.

- Hired a Math Specialist to teach all middle school math sections and support elementary teachers' instruction.
- Partnered with Bay Area Community Resources to bring a full-time Counselor to the school to meet our students' varied social-emotional needs.
- Developed two successful afterschool programs: Afterschool Enrichment Program and Afterschool Tutoring Program. We modeled our program after the successful model of 826 Valencia.
- Raised our average API scores during each charter renewal period: 616 (2002-2004) to 792 (2005-2009) to 856 (2010-2013).
- Received a multiyear grant from the National Oceanic and Atmospheric Association to provide environmental education to all students and restore our namesake creek. Served as the Alpha and Beta sites for an environmental education program, developed by the YMCA Pt. Bonita Environmental Education Center: My Community, My World.
- Developed relationship with the Center for Childhood Creativity to link our school's program with the latest in brain research.
- Implemented a behavior support program using the Restorative Justice model.
- Engaged all classrooms in the Responsive Classroom model, combining our academic curriculum with a research-based social-emotional curriculum.
- Developed a K-8 music program with all classes.
- Piloted the Artists Teaching Art program in partnership with the Sausalito Arts Festival.
- Earned recognition as a California Distinguished School in 2010.

## Part 2: Why Willow Creek's Charter Should be Renewed

### Charter Renewal Criteria

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the Charter School is at least equal to the academic performance of the public schools that the Charter School pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the Charter School is located, taking into account the composition of the pupil population that is served at the Charter School.

### Documentation that Willow Creek Meets the Renewal Criteria

The following shall serve as documentation confirming that Willow Creek Academy meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b):

- Willow Creek Academy has met its API growth target in two of the last three years, both schoolwide and for all groups of pupils served by the charter school.
- Willow Creek Academy has achieved a statewide API rank of 7 or higher in the last four years, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(2).
- Willow Creek Academy has achieved a similar schools API rank of 9 or higher in the last four years, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(3).

Over the prior charter term, Willow Creek Academy had the following API scores:

2009-2013 API Scores					
Year	Statewide Rank	Similar Schools Rank	API Growth Score	API Growth Target (Actual Growth)	Met Schoolwide Growth Target?
2009-2010	8	10	882	A (+26)	Yes
2010-2011	9	10	889	A (+7)	Yes

2009-2013 API Scores					
Year	Statewide Rank	Similar Schools Rank	API Growth Score	API Growth Target (Actual Growth)	Met Schoolwide Growth Target?
2011-2012	9	10	859	A (-30)	Yes
2012-2013	7	9	795	A (-62)	No
<p>"A" means the school or Student Groups scored at or above the statewide performance target of 800 in 2010-2013.</p> <p>(Source: CDE DataQuest, accessed September 30, 2013.)</p>					

In the last three years, Willow Creek Academy has had two significant student subgroups – Hispanic or Latino, and Socioeconomically Disadvantaged – which had the following API scores:

2012-2013 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2013 API Growth Score	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
Hispanic or Latino	Yes	777	A (-49)	No
Socioeconomically Disadvantaged	Yes	746	A (-90)	No
<p>"A" means the school or Student Groups scored at or above the statewide performance target of 800 in 2013.</p> <p>(Source: CDE DataQuest, accessed September 30, 2013.)</p>				

2011-2012 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2012 API Growth Score	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
Hispanic or Latino	Yes	828	A (-42)	Yes
Socioeconomically Disadvantaged	Yes	842	A (-9)	Yes
<p>"A" means the school or Student Groups scored at or above the statewide performance target of 800 in 2013.</p> <p>(Source: CDE DataQuest, accessed September 30, 2013.)</p>				

2010-2011 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2011 API Growth Score	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
Hispanic or Latino	No	n/a	n/a	n/a
Socioeconomically Disadvantaged	Yes	851	A (+14)	Yes
<p>"A" means the school or Student Groups scored at or above the statewide performance target of 800 in 2013.</p> <p>(Source: CDE DataQuest, accessed September 30, 2013.)</p>				

Willow Creek Academy's 2011 and 2012 API growth scores of 889 and 859, respectively, exceed the statewide performance target of 800 and thus the school is deemed to have met its schoolwide API growth target in those years. Willow Creek Academy scored high enough on the API that the school was not assigned a growth target for 2013. Moreover, in the last four years, Willow Creek Academy has had a statewide API rank of 7 or above, and a similar schools rank of 9 or above. Therefore, Willow Creek Academy has met and exceeded not one but three of the charter renewal criteria in Education Code Sections 47607(b)(1)-(3).

Willow Creek Academy's student subgroup performance in the last few years further solidifies its renewal status under Education Code Section 47607(a)(3), which states: "The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as "a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052." *EC § 47607(a)(3)(B)*) as the most important factor in determining whether to grant a charter renewal."

Both of Willow Creek Academy's significant student subgroups met their API growth targets in 2012, having exceeded the statewide performance target of 800. In 2011, the only numerically significant student subgroup – socioeconomically disadvantaged students – exceeded its API growth target and achieved a 2011 API growth score of 851. By exceeding its growth targets in all significant student subgroups, Willow Creek Academy should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a).



### Part 3: Vision in Practice: School Program and Operations

#### A. Educational Program

*"A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an 'educated person' in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." – California Education Code Section 47605(b)(5)(A)(i)*

*"A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." – California Education Code Section 47605(b)(5)(A)(ii).*

#### Whom the School is Attempting to Educate

At present a growing number of K-8 students living in the Sausalito Marin City School District attend schools, whether public or private, in our city. Willow Creek Academy was created because the community felt it was important for our students and their families to participate in their education within the boundaries of our own community. We feel that building a strong public school identity is important to the culture of our community, and we are working together to provide a challenging and inviting public school alternative for K-8 students.

Willow Creek currently serves approximately 322 students in grades K-8. The current student demographics are represented in the following table:

Willow Creek Academy Student Demographics*		
2013-2014		
	Enrollment	% of Enrollment
American Indian	0	0%
Asian	28	9%
Pacific Islander	0	0%
Filipino	5	2%
Hispanic or Latino	69	21%
African American	51	16%
White	138	42%
Two or More Races	34	10%
English Learners	64	20%
Socioeconomically Disadvantaged	153	48%
Students with Disabilities	24	7%



Profile of English Learners 2013-2014		
	Enrollment	% of ELs
Spanish	37	61%
Gujarati	5	8%
Vietnamese	2	3%
Japanese	1	2%
Urdu	6	10%
French	2	3%
Swedish	4	7%
German	1	2%
Italian	1	2%
Filipino	1	2%
TOTAL	60	100%

\*Source: California Department of Education (CALPADS), accessed September 30, 2013.

#### **Preparing Willow Creek Students for the 21<sup>st</sup> Century**

In addition to the goals listed in our Mission Statement described in the beginning of this document, Willow Creek Academy's 8<sup>th</sup> grade graduates will have the following skills and talents:

- The ability to bring a variety of strategies to solve challenges and issues as they arise;
- Comfort in applying learned skills and content to effectively handle situations as they arise;
- Sensitivity to the natural and made world in which they live and work;
- Compassion for other living beings, animal and human, manifested in doing no harm.

In order to support the integration of the above qualities, we continually encourage the development of an insatiable curiosity in our students. We are aware that we are in the midst of an explosion of information dissemination, and the continuing refinement of technology will continue to support the growth of communication of every sort. Rapid entry into the information age requires world citizens who can thoughtfully and carefully develop responses to the variety of situations they will face. These decisions may be as individual as what personal field of study to pursue or as global as determining how a national financial decision relates to the world economy.

None of us can hope to master more than a small fraction of this growing body of knowledge. However, giving young minds a thirst and appreciation for the vastness of this knowledge and nurturing a healthy curiosity is essential in the process of growing the next generation of well-educated and well-rounded individuals.

The following elements are integral to our approach to creating a 21<sup>st</sup> Century school and exemplary learning environment.

### *Curriculum & Instruction*

- **Curriculum and Instructional Methods.** Willow Creek Academy offers a rigorous and challenging academic program, emphasizing developmentally appropriate, inquiry driven, project oriented instruction. The academic program is organized in a manner designed to encourage the development of higher order thinking skills. The curriculum integrates the “core” disciplines of language arts, mathematics, history/social studies and science through the use of environmental studies and the arts.
- **Environmental and Ecological Focus.** Willow Creek Academy emphasizes environmental education throughout its curriculum. Environmental education provides a framework for interdisciplinary, collaborative, student-centered, hands-on engaged learning which supports the academic goals of Willow Creek. Using environmental education as a basis, students are becoming stewards of both their manmade and natural environments.
- **Physical Education.** In order to develop and maintain healthy bodies, students are presented with physical education which emphasizes healthy competition, teamwork and individual skill development. Nutrition and other healthy lifestyle components are included through work in the school garden.
- **The Arts.** The arts are used to integrate traditional academic studies and also to help students appreciate, interpret, experience, create and/or perform artistic work.

### *Expectations of Students*

- **Academic Excellence.** Students are expected to demonstrate progressive mastery of academic subject matter and the Common Core Standards. To this end, students are active learners, demonstrating ability to read and analyze material in a variety of disciplines; communicate articulately, effectively and persuasively when speaking and writing; and apply mathematical knowledge and skills to analyze and solve problems and demonstrate scientific literacy.
- **Life-long Independent Learning Skills.** Students are encouraged to develop critical thinking and problem solving skills to become lifelong learners.
- **Personal Worth and Leadership.** The entire Willow Creek program is designed to encourage the development of compassionate, literate students who are prepared to take their place in an ever-changing world. Throughout the time a child is at Willow Creek, the child is supported in their quest to become a self-reliant, independent individual who is able to make decisions based on critical analysis of information and put those thoughtful decisions into action. It is also expected that Willow Creek graduates will have learned to work effectively in large and small groups as well as independently on behalf of themselves, their families and the larger world.

### *Expectations of Parents, Guardians and the School Community*

- **Parent/School Contract.** Annually, parents and/or guardians of each student acknowledge certain commitments that support student success: that their child is school ready every day; that the parent will be actively involved with the student, fostering good study skills, reading habits, completing homework assignments on time and monitoring the student’s academic

progress; that the child's family is encouraged to provide volunteer time to the school; that the parents or guardians attend scheduled parent/teacher conferences; and that the parents or guardians authorize assessments as may be requested by the school to diagnose their child's academic and/or social competencies or deficiencies. Research overwhelmingly demonstrates the positive effective of parent involvement in a child's education.

- **Community Responsibility.** Willow Creek students participate in the larger Bay Area community, taking advantage of both institutions (The Bay Model, Marine Mammal Center) and individuals (poets, writers, artists). As a result of the interaction with the community beyond the school campus, students are expected to create service learning projects which enhance both their learning and their contribution to the larger community.

### Methods of Instruction – How Learning Best Occurs

Willow Creek Academy provides a rigorous, inquiry-driven, project oriented learning environment that encourages differentiation of instruction as much as possible. The core curriculum emphasizes educational experiences that prepare students to meet or exceed state curriculum standards. The school community is organized into three divisions: Lower Elementary (K-2); Upper Elementary (3-5); and Middle School (6-8) to allow for age and developmentally appropriate curriculum and instruction. Willow Creek Academy students are taught and encouraged to identify what needs to be known, assisted in locating needed information and skills and then taught how to take action or make decisions beneficial to themselves and society. The Willow Creek community is organized and designed to encourage students to be active participants in their own education, resulting in well educated, thoughtful and responsible community citizens.

A variety of academic, co-curricular, and extra-curricular program components are available for Willow Creek Academy students. Briefly listed below, the components are discussed in greater detail further in the narrative.

- School-wide expectations of academic excellence for all students and staff
- Home-school partnerships and communication
- Community-school partnerships (e.g. The Bay Model, Youth in Arts, Discovery Museum, YMCA Point Bonita Outdoor & Conference Center, Nature Bridge, Wild Care, Southern Marin Fire Department)
- Ecological and environmental awareness
- Arts education to include fine arts, music, and more
- Leadership and personal self-esteem skills building
- Physical education experiences designed to develop and maintain a healthy body
- After school programming to support enrichment, recreation and remediation

All students are nurtured and challenged to grow socially and emotionally through individual and team-building activities, positive role modeling from school staff, close school-family partnerships, and academic rigor. Activities promote the development of social skills, emotional growth, and physical coordination as well as cognitive preparation for future intellectual and academic endeavors.

Willow Creek Academy offers a variety of instructional methodologies rooted in research and practical experience. Traditional core curriculum instruction in reading, writing, language, and math is adapted to

a project-oriented classroom. The classroom environment provides a carefully planned, stimulating setting to foster developmentally appropriate, creative and cooperative learning. Teachers and administration work within a sequentially organized curriculum to provide as individualized a program as possible. Common Core State Standards are embedded in content and presented in a variety of ways, often with an interdisciplinary approach.

At all times, instruction is delivered with an awareness of, and sensitivity to, the multi-cultural environment of Willow Creek.

### ***Philosophy, Theory and Research Base for our Vision***

Turn of the 20<sup>th</sup> century research discovered that the natural curiosity in young children could be the beginning and the center of an education that effectively explores, reveals, and develops their true capacities. John Dewey and Horace Mann both recognized the potential in young children to actively participate in their own learning. Later researchers such as Piaget, Bloom and Bruner built on this developmental approach to encourage the expansion of critical thinking skills through a spiraling approach to curriculum. Such current concepts as individualized learning and readiness programs, manipulative learning, peer tutoring, team teaching, and open classrooms reflect successful programs based on educational research. Several observations of human development form the basis of many successful school programs: 1.) human development does not occur in a steady linear ascent but in a series of formative planes; 2.) human development occurs through the predictable interaction of the internal and external environments; 3.) and that this interaction with the environment is often most productive for a child's development when it is self-chosen and founded on individual interest.

### ***Goals of the Willow Creek Academy Classrooms***

- **Enabling students to become self-motivated, competent, lifelong learners.**
- **Developing and maintaining a positive attitude toward school.** Many learning activities are organized in small groups to individualize learning as much as possible. Each student is encouraged to stretch his or her learning and to take intellectual risks in a safe, non-threatening environment. All successes, whether social, academic, physical or emotional are praised and honored.
- **Helping each student develop self-confidence.** In the classroom, tasks are designed so that each new step is built upon what the student has already mastered, thus removing the negative experience of frequent failure. A carefully planned series of successes in learning encourages the student to attempt new learning with enthusiasm and confidence.
- **Assisting each child to develop and employ effective study skills.** Effective learning presupposes the ability to listen carefully and to attend to what is said, demonstrated or experienced. Instructional experiences are designed to engage all learning styles (visual, aural, oral and kinetic) in order to assist students in discovering how they best concentrate and absorb information.
- **Fostering an abiding curiosity in each student.** In a rapidly changing society, preparation for life-long learning is important. Lasting curiosity has been shown to be a prerequisite for creative learning. By providing the child with opportunities to discover qualities, dimensions, and

relationships among a rich variety of stimuli, curiosity is developed and sustained. Participants in the Willow Creek learning community are constantly asking "Why," "What If," "I wonder where...". Such use of critical thinking questions encourages adults and children to develop and strengthen their individual curiosity.

- **Encouraging habits of initiative and persistence.** Through a combination of appealing materials and intellectual challenges, students learn to structure their own learning and also to determine when an investigation or study has been completed. With the careful guidance of more experienced learners (be they older students, parents or teachers) Willow Creek children develop the ability to design and create academic projects and also to see them through to completion.
- **Supporting the need for inner security and sense of order in the child.** Through a well-ordered and rich classroom environment, a child's need for order and security is satisfied. All Willow Creek classrooms have developed dependable routines, rules, regulations and inter-personal guidelines.

### ***Supplements to the Core Curriculum***

In addition to the core curriculum, Willow Creek Academy students experience several learning areas to expand and enrich the school experience, including:

#### Environmental and Ecological Focus:

Using environmental studies as an integrating concept, emphasis is placed on individual actions and activities that encourage personal responsibility for the future of our planet Earth. On a local level, the school utilizes three garden spaces to enrich students' experience with nature and the environment.

#### Leadership:

Students are encouraged to develop and demonstrate a healthy sense of self-esteem and confidence. Team-building, negotiating, and problem-solving skills are fostered in order to assist students to work effectively individually, and in group settings.

Included in Exhibit C is an overview of the 7<sup>th</sup> grade activities and expectations for the one unit from the 2013-2014 school year. All grade levels develop similar curriculum maps for the entire year. The curriculum maps include standards, assessments, projects, arts integration and relevant enrichment experiences.

### ***Instructional Materials***

Willow Creek Academy provides core curriculum instruction that is aligned with the Common Core and state standards. In addition, teacher and student developed materials are employed, as are project materials such as GEM and FOSS kits, research materials from university-based projects as well as locally created instructional materials.

Examples of current instructional materials used in each of the core academic subjects follow:



#### English Language Arts:

Willow Creek has a balanced literacy program which works in conjunction with all four core subjects and employs, but is not limited to, the following curriculum materials:

- Vocabulary and phonics materials from Great Source and Spectrum
- Vocabulary development with Wordly Wise
- Spelling instruction with Words Their Way
- Leveled reading materials from Scholastic and National Geographic
- Writers' Workshop
- Reader's Theater
- Handwriting Without Tears
- Trade Books such as *Charlotte's Web*, *Indian Captive*, and *Of Mice and Men* are used starting in fourth grade and often integrated with History/Social studies instruction.

Our curricular materials align with the Common Core State Standard's benchmarks, including the anchor standards. These anchor standards are aligned throughout our school, adding context and complexity as the children develop over the years. This also provides our teachers opportunities to have school-wide conversations about the same standard, giving our teachers a broader understanding of how the standards impact student learning across the grades.

#### Mathematics:

Mathematics is taught using two basic programs and is supplemented by both teacher-developed materials and program-related materials:

- Investigations in Number, Data and Space for the Common Core State Standards (grades K-5)
- Holt McDougal Mathematics Middle School Math. Note: this program was selected because it aligns with local high school math programs.

In addition to these two programs, manipulatives are used extensively throughout the program.

Our math curriculum incorporates the requirements of the Common Core State Standards. Our program includes the clusters and domains of the standards as ways to organize our program and help students master related topics. To support this work, we have a Math Specialist who instructs our middle school students while supporting elementary teachers in their math practice. The objective is to have all students engaged in standards-based teaching and learning that promotes true mathematical understanding.

#### Science:

Science is currently taught primarily using FOSS and GEMS kit materials combined with individual books from sources such as Scholastic and National Geographic. There is an emphasis on hands-on instruction using "real life" materials and tools. In addition to hands-on materials, the *Glencoe Science Textbooks*, developed in conjunction with National Geographic, are used with 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students.

Our Science curriculum utilizes Next Generation Science Standards to promote scientific literacy and understanding.



#### History/Social Studies:

Our History/Social Studies curriculum uses the *History Alive* series of textbooks (Teacher's Curriculum Institute) combined with simulations from publishers such as Highsmith and teacher-developed materials such as Making History as well as an research project in 8<sup>th</sup> grade.

All curriculum materials are teacher selected and are under constant review and assessment as to the value of these materials. Each year, teachers adjust the materials in consultation with each other, ensuring articulation from grade to grade.

#### Annual Goals and Actions to Achieve the State Priorities

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing Willow Creek Academy's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

<b><i>State Priority #1 (Basic Services)</i></b>
The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))
<b>Annual Goals to Achieve Priority #1</b> Willow Creek Academy is committed to recruiting and retaining a highly qualified staff, maintaining a high quality campus and utilizing the best curricular options available. We will focus on the following goals: <ul style="list-style-type: none"><li>• All staff members and volunteers are properly credentialed (if required) and undergo a thorough background check.</li><li>• All staff members have complete, accurate files</li><li>• Fully review our curriculum core subjects annually with an eye toward success across all student subgroups</li></ul>
<b>Actions to Achieve Annual Goals</b> To achieve these goals, the charter school will maintain accurate staff files, hire a Data Assistant to manage student files, implement curricular committees and Professional Learning Committees to evaluate curriculum and make recommendations, conduct a full curriculum review annually, fully implement the school's facility plan, continue clear communication with SMCSD personnel to solve facility issues, and identify technology to provide individualized enrichment and remediation to our highest and lowest performing students (including subgroups and ELLs)

<b><i>State Priority #2 (Implementation of CCSS)</i></b>
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency
<b>Annual Goals to Achieve Priority #2</b> Willow Creek Academy is excited to transition to Common Core standards. CCSS's emphasis on narrative writing, evidence-based argument, performance assessment and creative problem-solving have been deeply embedded in our program since the school's beginning. We will continue our work on CCSS

implementation with the following goals in mind:

- Teachers and administrators will be trained in CCSS content and alignment
- Teachers collaboratively “unpack” standards to improve vertical and horizontal alignment
- EL standards are incorporated into staff development and curriculum mapping
- Assessments and grade reports are CCSS-aligned

**Actions to Achieve Annual Goals**

To achieve these goals, Willow Creek will identify CCSS training opportunities for teachers and administrators, implement ELA and Math PLCs to explore CCSS, outline how ELA Anchor Standards build across each grade, align report cards to CCSS, update curriculum maps to reflect CCSS and identify specific standards-based learning objectives for ELs

**State Priority #3 (Parental Involvement)**

Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

**Annual Goals to Achieve Priority #3**

Willow Creek Academy has a long history of parental involvement. In fact, parents helped found the school in 2001. We have several structures in place for involving parents in our students’ success. Our goals include:

- Encouraging all families to volunteer 50 hours each year to Willow Creek (project days, conferences, Parent Council meetings, etc.)
- Increasing participation in our Parent Council, particularly of our Marin City families and middle school families
- Find alternate solutions to student behavior issues that involve parent communication and student reflection
- Bring parents into classrooms as volunteers during the school day, during after school tutoring and other opportunities
- Bring families to campus to share questions and concerns directly with the Head of School

**Actions to Achieve Annual Goals**

To achieve these goals, Willow Creek Academy will implement a restorative justice program that opens up communication between the school and home about behavior issues, hold Back to School Nights for all grades, hold Family Literacy Nights at school to help parents implement literacy activities at home, encourage the Parent Council to meet in off campus locations, hold monthly coffee chats for parents and the Head of School.

**State Priority #4 (Student Achievement)**

Pupil achievement, as measured by all of the following, as applicable:

- A. Statewide assessments (STAR, or any subsequent assessment as certified by SBE)
- B. The Academic Performance Index (API)
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the CELDT
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

**Annual Goals to Achieve Priority #4**

As a K-8 charter school, Willow Creek Academy measures student achievement using the following: (A) statewide assessments, (B) the Academic Performance Index, (D) the percentage of ELs who make progress toward English language proficiency as measured by the CELDT, and (E) the EL reclassification rate.

In the 2012-13 school year, our subgroups did not make adequate yearly progress in ELA or Math as measured by the CST. Our API was 795. All ELs tested made progress toward proficiency as measured by the CELDT. Our EL reclassification rate was 20 percent.

Goal: Increase achievement in subgroups so that all students make Adequate Yearly Progress, restore API to near or above 900, and maintain EL reclassification rate.

**Actions to Achieve Annual Goals**

Willow Creek Academy has implemented a rigorous, standards-based curriculum at all grade levels. Staff have monitored achievement data and identified areas of need. In the 2012-13 school year, administration hired a literacy specialist and a math specialist who administer local assessments, guide teachers in examining data, coach teachers on best practices, and develop intervention programs for students experiencing challenges.

**State Priority #5 (Student Engagement)**

Pupil engagement, as measured by all of the following, as applicable:

- A. School attendance rates
- B. Chronic absenteeism rates
- C. Middle school dropout rates (EC §52052.1(a)(3))
- D. High school dropout rates
- E. High school graduation rates

**Annual Goals to Achieve Priority #5**

As a K-8 charter school, Willow Creek Academy measures student engagement using the following: (A) school attendance rates, (B) chronic absenteeism rates, and (C) middle school dropout rates.

In 2012-13, our average daily attendance was 95 percent of enrollment. One student was counted as a chronic absentee, and staff collaborated with the Marin County Student Attendance Review Board to address this issue. No students dropped out of the middle school. We have developed a robust Independent Study program for students who have planned absences of 5 days or more.

Goal: Maintain average daily attendance rate of 95 percent of enrollment and address chronic absenteeism using local and county resources.

**Actions to Achieve Annual Goals**

The Assistant Head of School will continue to monitor student attendance daily and to communicate regularly with families of students who have unexcused absences. Teachers will receive additional training in the administration of the Independent Study program. Staff will continue to collaborate with the Marin County Student Attendance Review Board to address chronic absenteeism.

**State Priority #6 (School Climate)**

School climate, as measured by all of the following, as applicable:

- A. Pupil suspension rates
- B. Pupil expulsion rates
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

**Annual Goals to Achieve Priority #6**

Willow Creek Academy measures school climate using the following data: (A) pupil suspension rates, (B) pupil expulsion rates, and (C) our annual Family Survey administered by the School Site Council.

In the 2012-13 school year, our school-wide suspension rate was 7 percent (this represented a 50 percent reduction in our suspension rate from the 2011-12 school year), but students of color were suspended at a disproportionately high rate. No students were expelled. Our Family Survey indicated families felt positive about the school overall but wanted to see additional resources dedicated to student discipline.

Goal: Continue to decrease school-wide suspension and referral rates through practices designed to address the root causes of misbehavior. Decrease the disproportionate discipline of students of color.

**Actions to Achieve Annual Goals**

Staff will continue to utilize restorative practices and strategies as well as Student Study Teams (SSTs) to address the root causes of misbehavior. This year, administration created the position of Student Support Coordinator who facilitates the Opportunity Responsibility program and leadership groups for upper school students. The Assistant Head of School has assigned behavior assistants to classes needing additional support maintaining a positive learning environment. All teachers received Responsive Classroom professional development in August, 2013, and administration will continue to monitor implementation of the program to build positive school culture. Teachers have reviewed discipline data, particularly the disproportionate discipline of students of color, and the Equity Committee is exploring resources to continue to address this disparity.

**State Priority #7 (Course Access)**

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

**Annual Goals to Achieve Priority #7**

Currently, all students—including FRPM-eligible students, English Learners, and foster youth, and homeless students—have access to a broad course of study, including English, mathematics, social studies, science, visual and performing arts, health, physical education, and music. In addition, students in grades K-4 study Spanish language and culture. Where possible, teachers integrate the liberal arts and sciences in project-based lessons keyed to grade-level standards. Students with exceptional needs receive push-in support, where possible, so that they can access the full curriculum. Assistant Head of School serves as liaison for homeless and foster youth and as liaison to the district special education program.

Goal: Continue to promote full access to a broad, project-based curriculum for all students. Develop world language program for upper school students.

**Actions to Achieve Annual Goals**

Head of School will provide instructional leadership to build and maintain each teacher’s capacity for designing high-quality, differentiated, project-based instruction aligned with grade-level standards. Administration will prioritize upper school world language program and explore technology resources that may be applied to such a program. Assistant Head of School will continue to partner with community-based organizations and social services agencies to identify and support low-income students, foster youth, and homeless students. Teachers will receive ongoing professional development in supporting English Learners in their self-contained classes.



**State Priority #8 (Other Student Outcomes)**

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

**Annual Goals to Achieve Priority #8**

According to 2012-13 CST data, 57 percent of students scored at the proficient or advanced level in English Language Arts and 55 percent of students scored at the proficient or advanced level in Math. The same data show a significant achievement gap/opportunity gap between white students and students of color.

Goal: Build teacher capacity for differentiation, including culturally relevant pedagogy, to create full access to the curriculum for underperforming students. Develop local assessments to measure pupil outcomes in the arts and world languages.

**Actions to Achieve Annual Goals**

Under the guidance of the literacy and math specialists, Professional Learning Communities are reviewing classroom-level data, investigating professional development opportunities that address the achievement/opportunity gap, and reviewing benchmark assessments to measure pupil outcomes aligned with Common Core Standards. Arts and world language staff will develop rubrics to articulate standards for content mastery and local assessments (including portfolio assessments or performance assessments) to measure student progress toward mastery of standards.

***Serving Students Achieving Below/Above Grade Level***

As a public school serving a diverse student body, our students' learning needs are widely varied. We strive to provide the strongest possible program for students who are performing at, below and above grade level. We have a particularly strong interest in accelerating the learning of our students performing below grade level.

Students achieving below grade level are provided with interventions as determined by a team including the teacher, parent, student, when appropriate, and Assistant Head of School. We evaluate student's current levels of achievement using a variety of data sources: CST results, teacher observation, classroom assessments, literacy assessments (ex. Fountas and Pinnell), student work and, when appropriate, assessments to determine eligibility for special education services.

We offer an array of supports to students who are struggling. These include but are not limited to:

- Small group instruction with the Literacy Specialist
- Modified assignments
- Small group and 1-1 tutoring
- Partner with community based organizations (ex. Bridge the Gap)

We also recognize that some students are performing above grade level and seek additional challenges. Students achieving above grade level are given additional opportunities for enrichment within their current program. Students may be considered for grade advancement/retention if necessary.

For some students to maximize their success, they require either an additional year at a grade level or can be considered for skipping a grade level. These decisions are rare and made by a team that includes teachers, administrators, parents and relevant service providers. The team considers academic



performance, social-emotional development and other factors that impact learning. The team makes a decision together with the understanding that parents have the ultimate decision-making authority.

### *English Learners*

#### Overview

Willow Creek Academy meets all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School implements policies to assure proper placement, evaluation, and communication regarding EL’s and the rights of students and parents.

#### Identification – Home Language Survey

The Charter School administers the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

#### Assessment – CELDT Testing

All students who indicate that their home language is other than English are CELDT tested within thirty days of initial enrollment<sup>1</sup> and at least annually thereafter between July 1 and October 31<sup>st</sup> until re-designated as fluent English proficient.

Willow Creek notifies all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

#### Strategies for English Learner Instruction and Intervention

All of our core teachers are CLAD certified, ensuring that all students receive appropriate access to language and instruction. As a result of hiring only CLAD certified educators in core subjects, teachers are trained to use Specially Designed Academic Instruction in English (SDAIE) techniques to meet the needs of English learners. SDAIE techniques can be seen in all classes, including techniques such as:

- Language stems
- Graphic organizers
- Readers theater
- Vocabulary posters

The instructional design model used by Willow Creek places a heavy emphasis on differentiating instruction to meet the needs of English Learners based on their academic and language readiness. Teachers are trained on a variety of instructional strategies, in addition to SDAIE strategies, to be used specifically with English Learners. These strategies include, but are not limited to the following techniques:

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

- **Cooperative Learning.** Robert E. Slavin (1995) has shown cooperative learning can be effective for students at all academic levels and learning styles. Other research indicates that cooperative learning can be an "effective vehicle for learning content and learning in a second language" (Calderon, 2001; Cohen, Lotan, Scarloss, & Arellano, 1999; McGroarty, 1989, as cited in Calderon, 2001, p. 280). Cooperative learning involves student participation in small-group learning activities that promote positive interactions. As Cochran (1989) notes, "Cooperative learning makes sense for teachers who have Limited English Proficient pupils in their classes because all students are given frequent opportunities to speak and because a spirit of cooperation and friendship is fostered among classmates." Through a shared learning activity, students benefit from observing learning strategies used by their peers. EL students can benefit from face-to-face verbal interactions, which promote communication that is natural and meaningful (Johnson, Johnson & Holubec, 1994; Kagan, 1994). Calderon suggests that "cooperative learning is effective when students have an interesting well-structured task such as a set of discussion questions around a story they just read, producing a cognitive map of the story, or inventing a puppet show to highlight character traits" (2001, p. 280).
- **Language Experience Approach** (also known as Dictated Stories). This approach uses students' words to create a text that becomes material for a reading lesson (Carrasquillo & Rodriguez, 2002). Students describe orally a personal experience to a teacher or peer. The teacher or another student writes down the story, using the student's words verbatim. The teacher/student then reads the story back as it was written, while the student follows along. Then the student reads the story aloud or silently. Other follow-up activities can be done with this approach. In this way, students learn how their language is encoded as they watch it written down, building sight word knowledge and fluency as they use their own familiar language. This approach allows students to bring their personal experiences into the classroom—especially important for culturally diverse students (Peterson, Caverly, Nicholson, O'Neal, & Cusenbary, 2000).
- **Dialogue Journals** (Also known as Interactive Journals). This approach is a way for teachers to engage students in writing. Students write in a journal, and the teacher writes back regularly, responding to questions, asking questions, making comments, or introducing new topics. Here the teacher does not evaluate what is written, but models correct language and provides a nonthreatening opportunity for EL students to communicate in writing with someone proficient in English, and to receive some feedback (Peyton, 2000; Reid, 1997). Reid's literature review and her action research project show dialogue journaling with a teacher to be beneficial in improving spelling and fluency.
- **Academic Language Scaffolding.** The term "scaffolding" is used to describe the step-by-step process of building students' ability to complete tasks on their own (Gibbons, 2002). Academic language scaffolding draws on Cummins's research into Cognitive Academic Language Proficiency (Chamot & O'Malley, 1994; Cummins, 1981). Scaffolding actually consists of several linked strategies, including modeling academic language; contextualizing academic language using visuals, gestures, and demonstrations; and using hands-on learning activities that involve academic language. These strategies are a central part of sheltered instruction methods, but can be used in any classroom context. *(See Gibbons [2002] for specific scaffolding strategies.)*

### Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test or CELDT.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

### ***Serving Students with Disabilities***

#### Overview

The Charter School complies with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA").

The Charter School is categorized as a public school of the District in accordance with Education Code Section 47641(b).

The Charter School complies with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

The Charter School is solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by the Charter School are accessible for all students with disabilities.

#### Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an

objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 team will be assembled by the Assistant Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be

maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

#### Services for Students under the "IDEIA"

The Charter School provides special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the Special Education Local Plan Area ("SELPA"). The Charter School shall remain, by default, a public school of the District for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, the Charter School reserves the right, in the future, to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEA's as a consortium.

As a public school of the District, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, the Charter School receives services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools. The Charter School follows the District and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and maintaining the confidentiality of pupil records. The Charter School complies with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and related services to identified pupils. The Charter School will request an annual meeting between the Charter School and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, to ensure that the Charter School and the District have an ongoing mutual understanding of District protocol and will facilitate ongoing compliance. The Charter School complies with specific directives, policies, and procedures in place for the Sausalito Marin City School District. All incoming students are to be screened, following their enrollment, to determine if they have an Individual Education Plan ("IEP") for special education or a 504 plan. If students have such plans, the student will be referred to the District for evaluation and placement

As long as the Charter School functions as a public school of the District solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), the Charter School shall comply with the Memorandum of Understanding ("MOU") between the District and the Charter School which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of the Charter School. To summarize, the language of the MOU follows the language and intent of Education Code Section 47646 and 20 U.S.C. 1413 as follows:

- The District retains the special education funds for the students of the Charter School;
- The District provides services to the students of the Charter School in the same manner as other students of the District;
- The Charter School pays the District, a pro-rata share of the overall District encroachment for special education.





## B. Measurable Pupil Outcomes

*"The measurable pupil outcomes identified for use by the charter school. 'Pupil outcomes,' for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school." – California Education Code Section 47605(b)(5)(B)*

Willow Creek Academy's measurable pupil outcomes are designed to measure the extent to which all pupils of the school have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Willow Creek Academy will continue to examine and refine its list of student outcomes over time to reflect the school's mission and any changes to state or local standards that support that mission. Willow Creek Academy's measurable pupil outcomes are listed below.

1. Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.
2. Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects.
3. Students will demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures.
4. Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.
5. Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least one language in addition to English. Students will understand key aspects of the culture, both past and present, of the second language.
6. Students will be able to apply skills in critical thinking, technology use, decision making, problem solving, effective communication and imaginative thinking to both real world and hypothetical problems.
7. Students will demonstrate an understanding and appreciation for the arts, e.g., music, visual arts, drama, and dance through student-designed projects and exhibitions.
8. Students will develop and maintain healthy bodies.

9. Students will demonstrate development of lifelong learning skills through use of effective study skills, use of inquiry methods, and project completion combined with reflection and evaluation of their individual learning.
10. Students will become independent learners who have a mastery of the necessary tools or skills required to pursue knowledge, move confidently onward to their next stage of education, and participate effectively, creatively, and responsibly in a changing world.
11. Students will develop strong leadership and citizenship skills by planning and implementing projects in service learning to the school and greater community.
12. Students will develop a positive self-image and recognition of their own feelings, sensitivity and consideration of others, and awareness of their effects on others by participating in classroom meetings, conflict resolution training, and working together in cooperative groups with other students.

#### **Outcomes Aligned to the State Priorities**

Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing Willow Creek Academy's outcomes that align with the state priorities, and goals and actions to achieve the state priorities, as identified in Element A of this charter.

<p><b><i>State Priority #1 (Basic Services)</i></b></p> <p>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</p>
<p><b>Annual Goals to Achieve Priority #1</b></p> <p>Willow Creek Academy is committed to recruiting and retaining a highly qualified staff, maintaining a high quality campus and utilizing the best curricular options available. We will focus on the following goals:</p> <ul style="list-style-type: none"> <li>• All staff members and volunteers are properly credentialed (if required) and undergo a thorough background check.</li> <li>• All staff members have complete, accurate files</li> <li>• Fully review our curriculum core subjects annually with an eye toward success across all student subgroups</li> </ul>
<p><b>Actions to Achieve Annual Goals</b></p> <p>To achieve these goals, the charter school will maintain accurate staff files, hire a Data Assistant to manage student files, implement curricular committees and Professional Learning Communities to evaluate curriculum and make recommendations, conduct a full curriculum review annually, fully implement the school's facility plan, continue clear communication with SMCSd personnel to solve facility issues, and identify technology to provide individualized enrichment and remediation to our students, particularly our highest and lowest performing students (including subgroups and ELLs)</p>
<p><b>Measurable Outcomes and Methods of Measurement</b></p> <p>Measurable Outcomes:</p> <ul style="list-style-type: none"> <li>• % of student and staff files fully complete</li> <li>• # of school committees focused on learning, assessment and instruction</li> </ul>

- % of minor facility requests remedied within one month
- % of major facility requests remedied within three months
- % of students with in-school access to a laptop or similar device

Methods of Measurement:

- File audits
- List of school committees
- Facility work order spreadsheet
- Technology audit

### ***State Priority #2 (Implementation of CCSS)***

Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

#### **Annual Goals to Achieve Priority #2**

Willow Creek Academy is excited to transition to Common Core standards. CCSS's emphasis on narrative writing, evidence-based argument, performance assessment and creative problem-solving have been deeply embedded in our program since the school's beginning. We will continue our work on CCSS implementation with the following goals in mind:

- Teachers and administrators will be trained in CCSS content and alignment
- Teachers collaboratively "unpack" standards to improve vertical and horizontal alignment
- EL standards are incorporated into staff development and curriculum mapping
- Assessments and grade reports are CCSS-aligned

#### **Actions to Achieve Annual Goals**

To achieve these goals, Willow Creek will identify CCSS training opportunities for teachers and administrators, implement ELA and Math PLCs to explore CCSS, outline how ELA Anchor Standards build across each grade, align report cards to CCSS, update curriculum maps to reflect CCSS and identify specific standards-based learning objectives for ELs.

#### **Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- # of professional trainings regarding CCSS attended by admin
- # of professional trainings regarding CCSS attended by teachers and staff
- # of committee and PLC meetings focused on CCSS implementation
- % of grades with CCSS-aligned report cards
- % of curriculum maps that outline Common Core standards

Methods of Measurement:

- Staff survey
- Meeting agendas
- Report card samples
- Curriculum map audit

**State Priority #3 (Parental Involvement)**

Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

**Annual Goals to Achieve Priority #3**

Willow Creek Academy has a long history of parental involvement. In fact, parents helped found the school in 2001. We have several structures in place for involving parents in our students' success. Our goals include:

- Encouraging all families to volunteer 50 hours each year to Willow Creek (project days, conferences, Parent Council meetings, etc.)
- Increasing participation in our Parent Council, particularly of our Marin City families and middle school families
- Find alternate solutions to student behavior issues that involve parent communication and student reflection
- Bring parents into classrooms as volunteers during the school day, during after school tutoring and other opportunities
- Bring families to campus to share questions and concerns directly with the Head of School

**Actions to Achieve Annual Goals**

To achieve these goals, Willow Creek Academy will implement a restorative justice program that opens up communication between the school and home about behavior issues, hold Back to School Nights for all grades, hold Family Literacy Nights at school to help parents implement literacy activities at home, encourage the Parent Council to meet in off campus locations, hold monthly coffee chats for parents and the Head of School.

**Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- $\Delta$  student referrals
- $\Delta$  student suspensions
- % of families reporting that they feel connected to school community
- % of families reporting that they feel connected to what is happening in their children's classrooms

Methods of Measurement:

- AERIES reports
- Family survey

**State Priority #4 (Student Achievement)**

Pupil achievement, as measured by all of the following, as applicable:

- A. Statewide assessments (STAR, or any subsequent assessment as certified by SBE)
- B. The Academic Performance Index (API)
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the CELDT
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

**Annual Goals to Achieve Priority #4**

As a K-8 charter school, Willow Creek Academy measures student achievement using the following: (A) statewide assessments, (B) the Academic Performance Index, (D) the percentage of ELs who make progress toward English language proficiency as measured by the CELDT, and (E) the EL reclassification rate.

In the 2012-13 school year, our subgroups did not make adequate yearly progress in ELA or Math as measured by the CST. Our API was 795. All ELs tested made progress toward proficiency as measured by the CELDT. Our EL reclassification rate was 20 percent.

Goal: Increase achievement in subgroups so that all students make Adequate Yearly Progress, increase API, and maintain EL reclassification rate.

**Actions to Achieve Annual Goals**

Willow Creek Academy has implemented a rigorous, standards-based curriculum at all grade levels. Staff have monitored achievement data and identified areas of need. In the 2012-13 school year, administration hired a literacy specialist and a math specialist who administer local assessments, guide teachers in examining data, coach teachers on best practices, and develop intervention programs for students experiencing challenges.

**Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- Δ student achievement in Math and ELA across all subgroups
- Δ EL reclassification rate
- # of staff meetings dedicated to data analysis
- Δ API (when applicable)

Methods of Measurement:

- Benchmark assessments
- Classroom assessments (formative and summative)
- Meeting agendas
- Schoolwide Professional development plan



**State Priority #5 (Student Engagement)**

Pupil engagement, as measured by all of the following, as applicable:

- A. School attendance rates
- B. Chronic absenteeism rates
- C. Middle school dropout rates (EC §52052.1(a)(3))
- D. High school dropout rates
- E. High school graduation rates

**Annual Goals to Achieve Priority #5**

As a K-8 charter school, Willow Creek Academy measures student engagement using the following: (A) school attendance rates, (B) chronic absenteeism rates, and (C) middle school dropout rates.

In 2012-13, our average daily attendance was 95 percent of enrollment. One student was counted as a chronic absentee, and staff collaborated with the Marin County Student Attendance Review Board to address this issue. No students dropped out of the middle school. We have developed a robust Independent Study program for students who have planned absences of 5 days or more.

Goal: Maintain average daily attendance rate of 95 percent of enrollment and address chronic absenteeism using local and county resources.

**Actions to Achieve Annual Goals**

The Assistant Head of School will continue to monitor student attendance daily and to communicate regularly with families of students who have unexcused absences. Teachers will receive additional training in the administration of the Independent Study program. Staff will continue to collaborate with the Marin County Student Attendance Review Board to address chronic absenteeism.

**Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- # of days when attendance is 95% or greater
- # of days when attendance is 90% or lower
- Average # of students arriving to school late
- # of students referred to SARB

Methods of Measurement:

- AERIES reports
- SARB reports

**State Priority #6 (School Climate)**

School climate, as measured by all of the following, as applicable:

- A. Pupil suspension rates
- B. Pupil expulsion rates
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

**Annual Goals to Achieve Priority #6**

Willow Creek Academy measures school climate using the following data: (A) pupil suspension rates, (B) pupil expulsion rates, and (C) our annual Family Survey administered by the School Site Council.

In the 2012-13 school year, our school-wide suspension rate was 7 percent (this represented a 50 percent reduction in our suspension rate from the 2011-12 school year), but students of color were suspended at a disproportionately high rate. No students were expelled. Our Family Survey indicated families felt positive



about the school overall but wanted to see additional resources dedicated to student discipline.

Goal: Continue to decrease school-wide suspension and referral rates through practices designed to address the root causes of misbehavior. Decrease the disproportionate discipline of students of color.

#### **Actions to Achieve Annual Goals**

Staff will continue to utilize restorative practices and strategies as well as Student Study Teams (SSTs) to address the root causes of misbehavior. This year, administration created the position of Student Support Coordinator who facilitates the Opportunity Responsibility program and leadership groups for upper school students. The Assistant Head of School has assigned behavior assistants to classes needing additional support maintaining a positive learning environment. All teachers received Responsive Classroom professional development in August 2013, and administration will continue to monitor implementation of the program to build positive school culture. Teachers have reviewed discipline data, particularly the disproportionate discipline of students of color, and the Equity Committee is exploring resources to continue to address this disparity.

#### **Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- $\Delta$  student suspensions by subgroup
- # of students supported by Opportunity Responsibility
- # of meetings of the Equity Committee

Methods of Measurement:

- AERIES report
- Student Support Coordinator reports
- Meeting agendas

#### **State Priority #7 (Course Access)**

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

"Broad course of study" includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

#### **Annual Goals to Achieve Priority #7**

Currently, all students—including FRPM-eligible students, English Learners, and foster youth, and homeless students—have access to a broad course of study, including English, mathematics, social studies, science, visual and performing arts, health, physical education, and music. In addition, students in grades K-4 study Spanish language and culture. Where possible, teachers integrate the liberal arts and sciences in project-based lessons keyed to grade-level standards. Students with exceptional needs receive push-in support, where possible, so that they can access the full curriculum. Assistant Head of School serves as liaison for homeless and foster youth and as liaison to the district special education program.

Goal: Continue to promote full access to a broad, project-based curriculum for all students. Develop world language program for upper school students.

**Actions to Achieve Annual Goals**

Head of School will provide instructional leadership to build and maintain each teacher's capacity for designing high-quality, differentiated, project-based instruction aligned with grade-level standards. Administration will prioritize upper school world language program and explore technology resources that may be applied to such a program. Assistant Head of School will continue to partner with community-based organizations and social services agencies to identify and support low-income students, foster youth, and homeless students. Teachers will receive ongoing professional development in supporting English Learners in their self-contained classes.

**Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- # of students engaged in world language programs or opportunities
- % of students engaged in full-time core subject study

Methods of Measurement:

- AERIES report
- Family survey

**State Priority #8 (Other Student Outcomes)**

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

**Annual Goals to Achieve Priority #8**

According to 2012-13 CST data, 57 percent of students scored at the proficient or advanced level in English Language Arts and 55 percent of students scored at the proficient or advanced level in Math. The same data show a significant achievement gap/opportunity gap between white students and students of color.

Goal: Build teacher capacity for differentiation, including culturally relevant pedagogy, to create full access to the curriculum for underperforming students. Develop local assessments to measure pupil outcomes in the arts and world languages.

**Actions to Achieve Annual Goals**

Under the guidance of the literacy and math specialists, Professional Learning Communities are reviewing classroom-level data, investigating professional development opportunities that address the achievement/opportunity gap, and reviewing benchmark assessments to measure pupil outcomes aligned with Common Core Standards. Arts and world language staff will develop rubrics to articulate standards for content mastery and local assessments (including portfolio assessments or performance assessments) to measure student progress toward mastery of standards.

**Measurable Outcomes and Methods of Measurement**

Measurable Outcomes:

- # of students assessed in ELA and Math using local assessments
- # of teachers using rubrics as part of an assessment system

Methods of Measurement:

- Smarter Balanced Assessments
- Local assessment data
- Rubric examples

### C. Methods to Assess Pupil Progress towards Meeting Outcomes

*“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – California Education Code Section 47605(b)(5)(C)*

Willow Creek Academy shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

The California legislature is finalizing their expectations and requirements around state testing, the Smarter Balanced Assessments and their connection to the Common Core State Standards, and implementation of the Measurement of Academic Performance and Progress (“MAPP”) assessment system. We also expect that the state will re-examine their testing expectations in light of new science and social studies standards. Willow Creek Academy affirms that it will fully participate in state required assessments, as we have done in the past with STAR testing and the API ranking system. We look forward to implementing these new and powerful assessment systems with the goal of using them to inform us of programmatic success, as well as individual progress, towards meeting the state’s standards. We will incorporate this data as one tool in our assessment system and integrate this information with internal data to provide a more complete picture of student learning

In addition to the annual state-mandated testing of academic achievement, we use: **portfolio assessment, daily work journals, staff observation** documented with written observations by staff, **performance assessment, teacher created tests and quizzes, self-evaluation surveys, progress reports/report cards**. Overall satisfaction with the school program will be documented through the use of staff/parent/student questionnaires.

#### ASSESSMENT TOOL KEY

ST – Standardized Testing; PO – Portfolio Assessment; WJ – Daily Work Journals; PA – Performance Assessment; TCT – Teacher created tests and quizzes; SE – Self-Evaluation; PR – Progress Reports; RC- Report Card

KEY OUTCOMES	ASSESSMENT
1. Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today’s world of diverse cultures.	ST, PO, WJ, TCT, PA, SE, PR, RC
2. Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects.	ST, PO, WJ, TCT, PA, SE, PR, RC
3. Students will demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression.	ST, PO, WJ, TCT, PA, SE, PR, RC

4. Students will successfully utilize scientific research and inquiry methods to understand and apply major concepts.	ST,PO, WJ, TCT, PA, SE, PR, RC
5. Students will gain comprehensive proficiency in at least one language in addition to English. Students will understand key aspects of the culture, both past and present	ST, WJ, TCT PA, SE, PR, RC
6. Students will be able to apply multiple skills in critical and imaginative thinking, technology use, problem solving, decision making, and effective communication.	PO, WJ, TCT, PA, SE, PR, RC
7. Students will demonstrate an understanding and appreciation for the arts, e.g., music, visual arts, drama, and dance through projects and exhibitions.	PO, PA, SE, PR, RC
8. Students will develop and maintain healthy bodies.	PO, PA, SE, TCT, ST, RC
9. Students will demonstrate development of lifelong learning skills.	PO, WJ, PA, SE, PR, RC
10. Students will become independent learners who have a mastery of the necessary skills to pursue knowledge and participate responsibly in a changing world.	PO, WJ, TCT, PA, SE, PR, RC
11. Students will develop leadership and citizenship skills.	PO, WJ, RC, TNA, PA, SE, PR, RC
12. Students will develop a positive self-image and recognition of their own feelings and their effects on others.	PO, WJ, PA, SE, PR, RC

Willow Creek Academy affirms that its methods for measuring pupil outcomes for State Priorities, as described above, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

#### Local Control Accountability Plan ("LCAP")

Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, Willow Creek Academy will produce a Local Control Accountability Plan ("LCAP"), which shall update the goals and annual actions to achieve the goals identified in Element I of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. Willow Creek Academy shall submit the LCAP to the District and the Marin County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

#### **D. Governance Structure of the School**

*“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” – California education Code Section 47605(b)(5)(D)*

Willow Creek Academy Charter School is a California Non-Profit Public Benefit Corporation operating pursuant to California law. The school is governed pursuant to the bylaws adopted by the incorporators, as subsequently amended pursuant to the amendment process specified in the bylaws. The governing board’s major roles and responsibilities include establishing and approving all major educational and operational policies, approving all major contracts, approving the school’s annual budget and overseeing the school’s fiscal affairs, and selecting and evaluating the top administrative staff. The current Board Members are listed in this application. In accordance with the bylaws, members include a minimum of two parents of children who attend or have applied to attend the school. The bylaws state that the governing board may have a variable number of directors, with a minimum of five (5) directors and a maximum of fifteen (15) directors, which is established from time to time by corporate resolution of the Board. The Board complies with the Brown Act, the Political Reform Act, and Corporations Code conflicts of interest rules. The articles of incorporation, bylaws and conflicts code are attached as Exhibit C.

Willow Creek Academy parents have formed a Parent Council, which works in conjunction with the Head of School and the Board of Directors. The Parent Council has developed a system for organizing Room Parents to assist individual classes and a process for accounting for family volunteer hours. The school maintains a general liability and property, workers compensation, and board errors and omissions insurance policies.

The Head of School is responsible for the day-to-day operation of Willow Creek Academy. These duties include, but are not limited to, selection and supervision of staff, monitoring and assuring the correct application of this charter, maintaining a safe and healthy environment for students and staff, communicating with parents, placing students in appropriate educational settings, preparing the required and requested reports, and advising the board of directors. The Head of School supervises the employees of Willow Creek Academy, and completes the reports required by the state, the governing board, and this charter. The Head of School is actively involved with the instructional program, the counseling element, and with individual and groups of parents. The Assistant Head of School is the site administrator of the special education program, and serves on the team for Individual Education Plans (IEP).

Willow Creek Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations, does not charge tuition, and does not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).



## **E. Employee Qualifications**

*"The qualifications to be met by individuals to be employed by the school." - California Education Code Section 47605(b)(5)(E)*

### **Teachers**

Willow Creek Academy will continue to retain or employ a teaching staff who hold appropriate California teaching certificates or permits issued by the California Commission on Teacher Credentialing in accordance with Education Code Section 47605(l). These teachers will teach the core academic classes of mathematics, language arts, science, and history/social studies. In addition, the teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions.

The employment of qualified teachers will be in keeping with Education Code 47605(l), which states:

"Teachers in charter schools shall be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.... It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, noncollege preparatory courses."

All Willow Creek Academy teachers shall also meet applicable requirements of the No Child Left Behind Act for highly qualified teachers. Teachers working with ELs will possess the appropriate CLAD or equivalent certification within their multi-subject teaching credential and will have received SDAIE training prior to working with ELs. All credential/certification documentation will be maintained on file at Willow Creek Academy and shall be subject to periodic inspection by the District.

### **Instructional Support Staff**

Willow Creek Academy may also employ or retain non-certificated instructional support staff in any case where a prospective support staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff are not required to hold credentials and may teach in any non-core subject. Instructional support staff will not assign grades or approve student work assignments without the approval of a credentialed teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the Willow Creek Academy staffing plan and adopted personnel policies.

### **Head of School**

The Head of School is responsible for the administration of the school in all aspects of its day-to-day operations. The Head of School works with the Board of Directors, the District, students, parents, and community members to ensure effective operations and implementation of the school's educational program. The Head of School shall have expertise in quality curriculum, non-traditional instruction, and administration. Further, the Head of School shall have extensive classroom experience and a respect for



quality teachers. The Head of School shall be required to hold a baccalaureate degree (Master's degree or above preferred), and five or more years of administrative experience at a public or private school.

### Professional Development

Willow Creek Academy understands that professional development is central to boosting academic achievement. Our teachers come to school two weeks before the start of class for intense professional development. Topics during these weeks can include:

- Review of Common Core State Standards in ELA and Math
- Aligning standards to curriculum
- Overview of school behavior management plan
- Roles and responsibilities of staff members
- Curriculum mapping
- Best practices for supporting EL students
- Mapping community resources
- Utilizing technology
- Analyzing performance data

During the school year we have Minimum Days every Wednesday. We use the time for further professional development, grade-level planning, data analysis and professional committee work. For the 2013-2014 school year our Wednesdays have the following structure and themes:

Date	Meeting Type
Sept. 4	Staff Meeting
Sept. 11	Staff Meeting
Sept. 18	Professional Committee*
Sept. 25	Grade-level Planning and Data Analysis
Oct. 2	Professional Committee
Oct. 9	Staff Meeting
Oct. 16	Math and Literacy PD
Oct. 23	Professional Committee
Oct. 30	Grade-level Planning and Data Analysis
Nov. 6	Professional Committee
Nov. 13	Staff Meeting
Nov. 20	Math and Literacy PD
Dec. 4	Professional Committee
Dec. 11	Grade-level Planning and Data Analysis
Dec. 18	Professional Committee
Jan. 8	Staff Meeting
Jan. 15	Math and Literacy PD
Jan. 22	Professional Committee
Jan. 29	Grade-level Planning and Data Analysis
Feb. 5	Professional Committee
Feb. 12	Staff Meeting
Feb. 26	Math and Literacy PD
March 5	Professional Committee

March 12	Grade-level Planning and Data Analysis
March 19	Professional Committee
March 26	Staff Meeting
April 2	Math and Literacy PD
April 9	Professional Committee
April 23	Grade-level Planning and Data Analysis
April 30	Professional Committee
May 7	Staff Meeting
May 14	Math and Literacy PD
May 21	Professional Committee
May 28	Grade-level Planning and Data Analysis
June 4	Professional Committee
June 11	Staff Meeting

\*Professional committees include Literacy PLC, Math PLC, Equity Committee, Arts Leadership Committee, Health Committee and Technology Committee

## **F. Health and Safety Procedures**

*"The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237." - California Education Code Section 47605(B)(5)(F)*

In order to provide safety for all students and staff, the Charter School implements full health and safety procedures and risk management policies at our school site in consultation with its insurance carriers and risk management experts.

The following is a summary of the health and safety policies of the Charter School:

### **Procedures for Background Checks**

Employees and contractors of the Charter School are required to submit to a criminal background check and furnish a criminal record summary as required by Ed. Code 44237 and 45125.1. All new employees must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Head of School shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District.

### **TB Testing**

Faculty and staff are tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

### **Immunizations**

All students enrolled are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Section 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster.

### **Medication in School**

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school.

### Vision, Hearing, and Scoliosis

Students are screened for vision, hearing and scoliosis. The Charter School adheres to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the school.

### Diabetes

The Charter School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

### Emergency Preparedness

The Charter School adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook includes, but is not limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

### Blood borne Pathogens

The Charter School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board has adopted a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### Drug Free/Alcohol Free/Smoke Free Environment

The Charter School shall function as a drug, alcohol and tobacco free workplace.

### **Facility Safety**

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the California Building Standards Code. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

### **Comprehensive Discrimination and Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies, which is attached as Appendix B.



**G. Means to Achieve Racial/Ethnic Balance Reflective of District**

*"The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." – California Education Code Section 47605(b)(5)(G)*

Willow Creek Academy has implemented and will continue to follow a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance among students that is reflective of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process;
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District;
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations;
- Outreach meetings in several areas of the district to reach prospective students and parents; and
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented in the District.

## H. Admission Requirements

*"Admission requirements, if applicable." – California Education Code Section 47605(b)(5)(H)*

Willow Creek Academy will actively recruit a diverse student population from the Sausalito Marin City area who understand and value the school's mission and are committed to the school's instructional and operational philosophy. Admission to the school shall be open to residents of the State of California. Admission will be non-discriminatory and without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). Willow Creek Academy will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition. No test or assessment shall be administered to students prior to acceptance and enrollment into Willow Creek Academy. Willow Creek Academy will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

A cut-off date for applications will be selected and publicized, and students who apply by the cut-off date will be admitted by lottery if the number of applications received exceeds the Charter School's capacity. In the event that this happens, the Charter School will hold a lottery to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Students who apply after the cut-off date for application will be considered for admission subject to any currently existing waiting list, and in order of their application. The lottery selection process will occur by grade level for each grade level which has more students applying than can be accommodated. Admission preferences in the case of a lottery shall be given to the following students in the following order:

- in-district siblings of in-district students currently enrolled;
- children of the Board of Directors residing in-district;
- children of school staff members;
- in-district children of members of the Sausalito Marin City School District Board of Trustees;
- residents of the Sausalito Marin City School District;
- out of district siblings of out of district students currently enrolled;
- children of Board of Directors residing out of district; and
- out of district children of members of the Sausalito Marin City School District Board of Trustees.

At the conclusion of the lottery, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

## I. Financial Audit

*“The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” – California Education Code Section 47605(b)(5)(l)*

An annual independent financial audit of the books and records of Willow Creek Academy will be conducted as required by Education Code Sections 47605(b)(5)(l) and 47605(m). Willow Creek Academy’s Board of Directors will select an independent auditor and insure the completion of an annual audit of the school’s financial affairs. The audit will verify the accuracy of the school’s financial statements, attendance and enrollment accounting practices, and reviews the school’s internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school and applicable provisions of the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The audit will be conducted by an auditor with, at a minimum, a CPA and educational audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit will be completed within four months of the close of the fiscal year and a copy of the auditor’s findings will be forwarded by December 15<sup>th</sup> to the State Controller, chief financial officer of the Sausalito Marin City School District, the Marin County Superintendent of Schools and the California Department of Education. The Board of Director’s audit committee will review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. The Board of Directors will report to the Sausalito Marin City School District regarding how the exceptions and deficiencies have been or will be resolved along with an anticipated timeline for the same. Exceptions and deficiencies to the audit report will be corrected to the satisfaction of the Sausalito Marin City School District. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of Willow Creek Academy is a public record to be provided to the public upon request.

### Performance Reports

Willow Creek Academy will work jointly with the Sausalito Marin City School District to develop a formal process for providing the district with periodic performance reports on the following topics:

- Summary data showing student progress toward the goals and outcomes specified in section B of this charter, Measurable Pupil Outcomes, from assessment instruments and techniques listed in section C of this charter, and Methods to Assess Pupil Progress towards Meeting Outcomes.
- An analysis of whether student performance is meeting the goals specified in section B of this charter. These data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.

- A summary of major decisions and policies established by the school's governing board during the year.
- Data on the level of parent involvement in the school's operations and a summary of data from an annual parent and student satisfaction survey.
- Information on the school's racial and ethnic population.
- Information on the school's admissions practices during the year and data regarding the numbers of students enrolled, the number on the waiting list, and the numbers of students suspended and/or expelled.
- Current and Projected financial viability of the School.
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of the disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the charter.

While informal visits to the school by District representatives will be welcome, Willow Creek Academy and the Sausalito Marin City School District will jointly develop a formal annual site visitation process and protocol to enable the representatives of the District to gather information needed to confirm the Charter School's performance and compliance with the terms of this charter.

## J. Pupil Suspension and Expulsion

*"The procedures by which pupils can be suspended or expelled." – California Education Code Section 47605(b)(5)(J)*

Willow Creek Academy has developed and currently maintains a comprehensive set of student discipline policies. These policies are printed and distributed annually as part of the school's family handbook and they clearly describe the school's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian is required to verify that they have reviewed and understand the policies prior to enrollment.

Willow Creek Academy's pupil suspension and expulsion policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.



## Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

### *Enumerated Offenses*

#### 1. Discretionary Suspension Offenses:

Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are

directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.

2. Non-Discretionary Suspension Offenses:

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.

3. Discretionary Expellable Offenses:

Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.



- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension,

but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.

#### 4. Non-Discretionary Expellable Offenses:

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

#### Suspension Procedure

In order to promote stronger social-emotional skills in our students, Willow Creek Academy has structures in place to supplement the need for immediate suspension from school. We implement restorative justice practices that interrupt the need for removal of a student from campus by providing the following:

- Immediate reflection on the inappropriate behavior
- Thoughtful action meant to "repair the harm" caused by the inappropriate behavior (note: the action is a logical consequence of the behavior)
- Community service meant to improve school culture and re-engage the student with the school
- Communication with the family

In the event that restorative practices fail to bring about proper conduct, suspensions shall be initiated according to the following procedures:

### 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

### 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

### Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she

may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

#### **Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.



### Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

### Written Notice to Expel

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

### Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

### No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

### Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

### Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

### Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

### Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

#### 1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

#### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## K. Retirement System

*"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." – California Education Code Section 47605(b)(5)(K)*

Full and part time employees, including credentialed teachers and classified staff, participate in a 403(b) program combined with Social Security. Willow Creek Academy provides the appropriate match of funds to the 403(b) program, which together with Social Security, slightly exceeds the traditional STRS employer contributions. Willow Creek Academy makes all required employer contributions. The Willow Creek Academy Head of School is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

Willow Creek Academy may revise its retirement system at any time.

## **L. Attendance Alternatives**

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” – California Education Code Section 47605(b)(5)(L)*

No student may be required to attend Willow Creek Academy. Students who reside in the Sausalito Marin City School District and opt not to attend Willow Creek Academy may attend other District schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents and guardians of each student enrolled in Willow Creek Academy will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Willow Creek Academy, except to the extent that such a right is extended by the local education agency.



#### **M. Description of Employee Return Rights**

*“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” – California Education Code Section 47605(b)(5)(M)*

Willow Creek Academy Board of Directors hires all school staff with the recommendation and assistance of the Head of School. All employees, including those hired in the previous year by a public school district, shall be selected, employed, and released (if need be) by the Board of Directors. Willow Creek Academy Board of Directors sets the terms and conditions of employment. Staff members are given annual contracts and will be considered employees of Willow Creek Academy.

All applicants for employment shall participate in an open process, and, if hired, shall enter into a contractual agreement with the Board of Directors of Willow Creek Academy.

In keeping with Education Code 47605(b)(5)(M), it is the intent of the board of directors that should any employee of the Sausalito Marin City School District be employed, without a break in service, by Willow Creek Academy charter school, such employee will retain, subject to the policies and collective bargaining contracts of the Sausalito Marin City School District, the employment rights provided by the District, including the right of a permanent teacher to return to the District after employment by Willow Creek Academy. No public school district employee shall be required to work at Willow Creek Academy. Employment by Willow Creek Academy provides no rights of employment at any other entity, including any rights in the case of closure of Willow Creek Academy.

Willow Creek Academy participates in the state and federal class size reduction programs, and agrees to adhere to all state and federal laws and regulations pertaining to the use of those funds.

It is the intent of the Board of Directors that teachers will be employed for a specific number of work days. Student contact days will be a minimum of 175 attendance days. Each workday will be the equivalent of 8 hours. The Head of School will also be hired on a positive calendar of no less than 220 days.

## **N. Dispute Resolution Process, Oversight, Reporting, and Renewal**

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” – California Education Code Section 47605(b)(5)(N)*

### **Intent**

The intent of this dispute resolution process is to (1) resolve disputes within the Charter School pursuant to the school’s policies, (2) minimize the oversight burden on the District, and (3) ensure a fair and timely resolution to disputes.

### **Public Comments**

The staff and Board of Directors of Willow Creek Academy and the Sausalito Marin City School District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

### **Disputes Arising from within Willow Creek Academy**

Disputes arising from within Willow Creek Academy, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the Charter School. The Sausalito Marin City School District shall not intervene in any such internal disputes without the consent of the Board of Directors of Willow Creek Academy and shall refer any complaints or reports regarding such disputes to the Board of Directors or Head of School for resolution in keeping with the Charter School’s policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Board of Directors of the Charter School has requested the District to intervene in the dispute.

### **Disputes between Willow Creek Academy and the Sausalito Marin City School District**

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and Head of School of the Charter School. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this shall be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607.

The Head of School and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Head of School of the Charter School and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Head of School shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Head of School. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

#### Oversight and Revocation

The Sausalito Marin City School District may inspect or observe any part of Willow Creek Academy at any time. The District shall conduct such inspections with the least disruption of classroom instruction as possible. Willow Creek Academy shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the District and the Marin County Office of Education in accordance with Education Code Section 47604.3.

If the board of education of the Sausalito Marin City School District believes it has cause to revoke this charter, the board agrees to follow the requirements of Education Code Section 47607 and the California Code of Regulations, Title 5, Sections 11965 and 11968.5.2.

## **O. Labor Relations**

*“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act, Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 4 of Title 1 of the government Code.”  
– California Education Code Section 47605(b)(5)(O)*

Willow Creek Academy shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Education Employment Relations Act (“EERA”). Willow Creek Academy shall comply with the EERA.

## **P. Closure Procedures**

*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” – California Education Code Section 47605(b)(5)(P)*

Closure of Willow Creek Academy will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of Willow Creek Academy, the District, the Marin County Office of Education, the School’s SELPA, the retirement systems in which Willow Creek Academy’s employees participate (e.g., Public Employees’ Retirement System, State Teachers’ Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils’ school districts of residence; and the manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of Willow Creek Academy of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board’s decision to close Willow Creek Academy.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils’ districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, Willow Creek Academy will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g. Willow Creek Academy will ask the District to store original records of Charter School students. All student records of Willow Creek Academy shall be transferred to the District upon closure. If the District will not or cannot store the records, Willow Creek Academy shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, Willow Creek Academy will prepare final financial records. Willow Creek Academy will also have an independent audit completed within six months after closure. Willow Creek Academy will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other

investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Willow Creek Academy.

Willow Creek Academy will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Willow Creek Academy, all assets of Willow Creek Academy, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Willow Creek Academy, remain the sole property of Willow Creek Academy and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Willow Creek Academy shall remain solely responsible for all liabilities arising from the operation of Willow Creek Academy.

As Willow Creek Academy is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of Willow Creek Academy, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

Willow Creek Academy will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.



## Q. Miscellaneous Clauses

### Budgets and Financial Reporting

*"The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation." – California Education Code Section 47605(g).*

Attached, as Exhibit D, please find a detailed and complete operational budget for the next five years of operation of Willow Creek Academy, including salaries and benefits to be paid to positions identified in this application. This financial plan is based on the best data available to the developers at the time the plan was assembled. The plan is based on many key assumptions, including the following:

- Willow Creek Academy anticipates an enrollment of 351 for 2014-15 with future years' enrollment indicated for each year's projected budget.
- The school will receive state apportionment per average daily attendance (ADA),
- The students will likely be absent 5 percent of the apportionable school days,
- The Willow Creek Academy charter school will be principally funded through in lieu property taxes from the Sausalito Marin City School District. The amount of such funding above the statutory block grant funding formula will be the subject of negotiations between the representatives of the school and the district.
- The school will qualify for funds from special-purpose categorically funded programs, including, but not limited to, special education, Economic Impact Aid, Gifted and Talented Education, Title VI innovative programs, and Title II Eisenhower staff development.

Please note that the Final Audit for the period ending June 30, 2013 is included as Exhibit E.

Willow Creek Academy shall provide reports to the District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

### Insurance

Willow Creek Academy finances and maintains general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and

circumstance. Coverage amounts are based on recommendations provided by the District and Willow Creek Academy's insurer. The District Board of Education shall be named as an additional insured on all policies of Willow Creek Academy. Willow Creek Academy will provide evidence of the above insurance coverage upon request to the District.

### Administrative Services

*"The manner in which administrative services of the school are to be provided." – California Education Code Section 47605(g).*

On an annual basis, through the Memorandum of Understanding, Willow Creek Academy and the Sausalito Marin City School District will determine which services will be contracted by WCA from the School District. Such services may include, but not be limited to, custodial and maintenance, special education, etc.

Willow Creek Academy provides its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. Willow Creek Academy may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between Willow Creek Academy and the District and subject to District availability and willingness to provide such services.

Pursuant to California law, the authorizer is required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisorial oversight of Willow Creek Academy not to exceed one (1) percent of the revenue of the Charter School. Pursuant to Education Code Section 47613(f), "revenue of the charter school" means the general purpose entitlement and categorical block grant as defined in Education Code Section 47632(a) and (b).

### Facilities

*"The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate." – California Education Code Section 47605(g).*

Willow Creek Academy intends to continue to secure space at 636 Nevada Street, Sausalito, CA 94965. Negotiations for this space may need to be completed, to determine the amount of space, location of the rooms, and the rental costs, if any.

Willow Creek Academy is a safe school, which meets the Field Act for earthquake safety, and meets the requirements for safety as defined by the policies of the Sausalito Marin City School District Board of Education. Willow Creek Academy is confident that the facility is safe, habitable, and well suited for the educational needs of Willow Creek Academy students.

The 2014-2015 Proposition 39 facilities request from Willow Creek Academy to the Sausalito Marin City School District included the following:

- 18 classrooms for direct instruction
- 3 offices for counseling and testing
- A minimum of 3 additional rooms that can be used for small group work or special education small group instruction;
- A science lab;
- A computer lab;
- Additional space for music and arts instruction.

Our campus includes a MultiPurpose Room, 20 student and adult bathrooms, an administrative office building, two playground areas, a field, a basketball court, 3 gardens and a library.

Assuming successful negotiations for space at this school site, the building maintenance, replacement, and expansion policies, including financial projections, would be part of the lease agreement between Willow Creek Academy and the District. Therefore, the elements of a well maintained facility for Willow Creek Academy students would be in keeping with the policies of the Sausalito Marin City School District and the contents of such lease agreement as may be developed between Sausalito Marin City School District and Willow Creek Academy.

#### **Potential Liability Impact on District**

*“Potential civil liability effects, if any, upon the school and upon the District.” – California Education Code Section 47605(g).*

The Charter School is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District have entered into a memorandum of understanding, wherein the Charter School indemnifies the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School provide for indemnification of the School’s Board, officers, agents, and employees, and the School maintains general liability insurance, Board Members and Officer’s insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts are determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District is named an additional insured on the general liability insurance of the Charter School.

The Charter School Board institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

#### Term

The term of this renewal charter shall begin on July 1, 2014 and expire June 30, 2019. It is the intent of the applicants to apply for a renewal of the charter effective July 1, 2019 and continue with an annual renewal of a 5-year term of authorization in accordance with Education Code Section 47607 and its implementing regulations.

#### Amendments

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Willow Creek Academy and the Sausalito Marin City School District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Sections 47607 and 47605.

#### Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Sausalito Marin City School District and the board of directors of Willow Creek Academy. The District and school representatives agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

#### Communications

All official communications between Willow Creek Academy and the Sausalito Marin City School District will be sent via First Class Mail or other appropriate means to the following address:

Sausalito Marin City School District  
200 Phillips Drive  
Marin City, CA 94965

Willow Creek Academy  
636 Nevada Street  
Sausalito, CA 94965

#### Participation in the National School Lunch/Breakfast Program

Willow Creek Academy participates in the federal breakfast and lunch program as an independent Charter School and is not part of the Sausalito Marin City School District's food service program.

### Memorandum of Understanding (MOU)

The Sausalito Marin City School District and Willow Creek Academy charter school annually shall continue to engage in a mutually agreeable MOU which outlines further details of the relationship between the District and the Charter School. The MOU shall include, but not be limited to the following:

- Charter school authority to contract with third parties;
- Direct funding of the charter school;
- Services to be purchased by the Charter School from the District, and the fee schedule for such services;
- Transportation and food services to be provided by the District;
- Special education services and funding formulas;
- Hold harmless indemnification, if required by the District;
- Cash advances to handle cash flow issues, if necessary;
- Charter School's collection of mandated cost reimbursement;
- Fiscal reporting requirements to the state, either independently or through the district;
- School District support for the Charter School in approving and seeking waivers;
- School District support for the Charter School in seeking additional funding.

### Permissive Charter

The Willow Creek Academy Board of Directors may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which charter schools are established.

The Board of Directors may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an officer or employee of Willow Creek Academy any of those duties. The board of directors, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

## EXHIBITS

### Exhibit A: List of Willow Creek Academy Directors and Administrators

**Orlando Lobo, President** - A Sausalito resident and father of three children, Orlando is one of the original members of the Board that founded WCA in 2000. He is managing partner of Harrison Holdings LLC, an investment advisory and commercial real estate development concern. He brings to the Board more than 30 years of business, investment and finance experience. Educated on both sides of the Atlantic, Mr. Lobo holds a M.Sc. degree in International Finance and a MBA degree. He is an active member of the Sausalito community and has served on the Board of Directors for the Sausalito Chamber of Commerce and the Marin Technology Venture Forum.

**Phil Kerr, Vice President** – Mr. Kerr is a Sausalito resident with a wife and two children. He is a Vice President at City Ventures where he is responsible for land acquisition, asset management, project design and entitlement for new infill communities throughout Northern California. Mr. Kerr got involved with urban development as a means to preserve open space with smarter more dense infill growth. Mr. Kerr has an MBA from Harvard University and a bachelor's degree from Dartmouth College.

**Jeff Knowles, Secretary** – Jeff is a parent of two children and has been a Sausalito resident since 1995. He joined the Willow Creek Board in 2010. He is a Managing Partner and intellectual property litigator at Coblenz, Patch, Duffy & Bass, a San Francisco law firm. Prior to joining the Coblenz firm, Jeff was a trial lawyer with the U.S. Department of Justice in Washington, D.C. Jeff received his bachelor's degree from UCLA and his J.D. from UC Hastings College of the Law.

**Clark Warden, Treasurer** -A resident of Sausalito since 1980, Clark joined the Willow Creek Board in 2001. He is past Chairman and Board member of Pacific Vision Foundation (a \$22 million endowment supporting the Department of Ophthalmology at California Pacific Medical Center), a Life Governor of the San Francisco Symphony, and a former member of the Fiscal Advisory Committee to the Mayor (San Francisco). Mr. Warden is a retired financial executive, having served in senior executive positions at Sumitomo Bank of California, Union Bank, and Prudential Insurance Company. Mr. Warden is Chair of the Fiscal Advisory Committee for Willow Creek Academy. Mr. Warden completed undergraduate work at Iowa State University and obtained an MBA from Wharton Graduate School, University of Pennsylvania.

**Robert Greene, Director** – Robert joined the Willow Creek Board in 2010. He was born into a family of educators and has the same passion for impacting young lives. Having spent most of his professional career on the East Coast, he joyfully moved west with his family three years ago. Robert has an extensive background in schools and non-profit initiatives, currently serving as the first Director of Community Connections at Marin Country Day School, helping the school develop and execute its strategic plan, and on the board of Willow Creek Academy and as an advisor to trustees of 7 Teepees. He was also founding board co-chair of Beacon Academy, a unique one-year independent school in Boston, MA. Prior to moving to San Francisco, Robert held leadership positions in admission, boarding, curriculum development, and mathematics; he also started his own consulting practice, working around the country with families, schools and non-profits on issues ranging from school choice to organizational assessment and evaluation. A devoted husband and father, Robert earned his B.A. from Brown University and Ed.M. from the Harvard Graduate School of Education. He, along with his wife and two sons, lives in San Francisco.



**Glen Hayashi, Director** - Glen joined the Willow Creek Board in 2009. He is a Senior Vice President at Daiwa Capital Markets, an investment bank focused on the Asian financial markets. Prior to entering the financial world, Glen designed and implemented English teaching programs for junior and senior high schools in Japan. He received his undergraduate degree in History from UC San Diego, and an MBA from the Wharton School.

**Sue Krennek, Director** - Sue joined the Willow Creek Academy Board in 2009. Sue is an accomplished technology lawyer and the mother of two Willow Creek students. She operates Krennek Legal, a Sausalito law firm that counsels clients in the software, e-commerce and media/entertainment industries and structures intellectual property licenses and other commercial transactions. Sue is the product of a public school education, including a law degree from the University of Texas School of Law and a bachelor's in journalism from Texas A&M, and is committed to ensuring that quality public education is available to all students.

**Doug Lloyd, Director** - Doug joined the Willow Creek Academy Board in 2005. He is a Sausalito resident and brings the board extensive experience in business, financial planning, computer and real estate consulting. Following a career in computer systems at IBM and management consulting with Touche Ross & Co., Doug has been active in real estate since 1974. In 1980 Doug co-founded Independent Exchange Services, Inc., a Qualified Intermediary for Section 1031 exchanges of investment real estate. In 1993 he co-founded The Right Move Group, a corporate relocation company, and has served as Principal responsible for brokerage and administration since that time. Doug also co-founded Inheritance Funding Company, Inc., a financial services company providing cash advances to heirs inheriting through probate, and he continues to function as President of that company.

**Johnathan Logan, Jr, Director** - Johnathan joined the Willow Creek board in April 2010. He is the General Manager of the Marin City Community Services District, which is Marin City's local government. As general manager, Logan manages a variety of community services including garbage collection, recreation, and street lighting services. Logan is also the district's representative in interagency affairs and community collaborations.

Johnathan has worked in local government for the past six years both in Marin City and Seattle, WA. He has a Masters of Public Administration degree from City University of New York, Baruch College and a Bachelors of Science degree in Business Management from Oral Roberts University, Tulsa, OK. He is also a proud Nation Urban Fellow, a national network of public administrators working in urban communities across the country. In his spare time, Johnathan enjoys eating out and spending time with his family.

**Kurt Weinsheimer, Director** - Kurt Weinsheimer joined the Willow Creek Board in 2006. He is a Sausalito resident and parent of three daughters with his wife, Eve. Kurt currently runs business development at Netpulse, a fitness technology company, and has a background in launching e-commerce and media start-ups. Coming from a family of educators, Kurt has always been passionate about primary education. Mr. Weinsheimer holds an MBA from Northwestern University's Kellogg School of Management and a B.A. from Boston College.

**Michael Sobel, Director** - Michael joined the Willow Creek Board in 2013. Mike has lived in Sausalito for over a decade. Mike has extensive experience in the areas of finance, public markets and pension solutions. Mike is the Co-Founder of Battery East Group, a new San Francisco financial firm that specializes in servicing the liquidity needs of high growth, late stage technology companies. Previously, Mike spent 13 years at BlackRock (equity and fixed income divisions) and 7 years at Morgan Stanley. He also serves on the California Board of the March of Dimes. Mike comes from a family of public school

teachers and attended public school his entire life. Mike earned a B.S., magna cum laude, in Accounting from Binghamton University in New York.

**Royce Conner, Head of School** - Royce attended Brown University where he earned his BA in English and teaching credential. Following graduation, Royce spent 10 years teaching in Providence, Rhode Island. During his time there he served as a Middle School Lead Teacher and member of his school's Administrative Committee. His time in Rhode Island also included two years as a Policy Associate with Rhode Island Kids Count, a statewide organization that advocated for strong policies that support children and families. Royce earned his Master's degree from Stanford University in educational leadership and policy. After that he spent two years as the Director of Recruitment for San Francisco Unified School District. Before coming to Willow Creek, Royce served as Head of School at San Francisco Flex Academy, a charter high school located near Union Square in San Francisco, CA. Royce holds a CA administrative services credential.

**Tara Seekins, Assistant Head of School** - Tara came on board as Willow Creek Academy's Assistant Head of School in August, 2011. After graduating from Smith College and completing a Master's degree in English at the University of Colorado, Boulder, Tara joined Teach for America and taught fourth grade in San Jose for four wonderful years. In 2007, Tara began graduate studies in law and education at UC Berkeley, where she focused on educational equity and civil rights. As a graduate student, Tara taught at San Quentin's Prison University Project, directed the Street Law program at the Alameda County Juvenile Hall, and advocated for low-income families at the East Bay Community Law Center. She was a founding member of the campus-wide Restorative Justice Committee. She received her Master's degree in Education and her administrative credential from UC Berkeley's Principal Leadership Institute in 2010, and she received her law degree from Boalt Hall School of Law in 2011. Tara holds a CA administrative services credential.

## **Exhibit B: Charter Renewal Consultants**

The following firms/ individuals were engaged in the development of this renewal charter, as well as the operation and evaluation of the Charter School.

Administrative Resources, Inc. (ARI)  
P.O. Box 90, Pollock Pines, CA 95726  
530-647-1733

Donna Strong, General Manager

Under supervision and review by the Chief Financial Officer, Head of School, WCA Board, and the Business Manager of the Sausalito Marin City School District, ARI acts as Willow Creek Academy's Service Bureau, processing receipts and disbursements including payroll, prepares monthly financial statements and reports detailing receipts and disbursements, bank reconciliation, outstanding checks, account register, etc. ARI prepares year-end audited financial statements on a full accrual basis, and supervises the annual audit thereof. ARI also prepares Willow Creek Academy's First and Second Interim Reports for the Board, District, County and State Offices of Education. ARI works closely with the Chief Financial Officer in the preparation of annual budgets and projections, and revisions thereof. The firm handles similar functions for several charter schools, and has been under annual contract with Willow Creek Academy for several years. Firm personnel have many years experience in California public school accounting.

Vicenti Lloyd & Stutzman, LLC, CPA's  
2210 E. Route 66, Suite 100, Glendora, CA 91740  
626-857-7300

The firm conducts the annual audit of Willow Creek Academy's books and records & year-end financial statements, and issues a report which includes various schedules and compliance reports required by the State. The firm, among other activities, audits a number of charter schools in California.

Young, Minney & Corr, LLP  
7 Park Center Drive, Sacramento, CA 95825  
916-646-1400

The law firm is counsel for Willow Creek Academy, and its members have extensive experience regarding legal issues regulating and affecting charter schools. The firm updated our charter renewal with the latest legal policies.

Keenan & Associates  
180 Grand Ave., Suite 1380, Oakland, CA 94612  
510-986-6761

This insurance agency acts as administrator handling property and liability insurance for both the District and Willow Creek Academy under the supervision of the Marin County Schools Insurance Authority. The insurance is underwritten by Nor Cal ReLiEF, a public JPA.

Sweet & Baker  
44 Second Street, San Francisco, CA 94105  
415-512-2100

This firm handles our D&O, Workers' Compensation and Health Benefits policies.

AIG/VALIC

PO Box 16648, Amarillo, TX 79106  
VALIC is the administrator for our teachers' 403(b) plan.

Dr. Gail Loucks, former Educational Consultant, Dominican University  
San Rafael, CA 94901  
415-461-2366

A retired professor at Dominican University, Dr. Loucks works with the Willow Creek Academy staff to strengthen our literacy program and provide support to our beginning teachers enrolled in the BTSA program.

Liz Lindsley, Arts consultant with Marin Community Foundation  
5 Hamilton Landing #200, Novato, CA 94949  
(415) 464-2500

Liz has worked in the field of arts education and program evaluation for many years. MCF connected her with Willow Creek to provide expert facilitation and support as we created our five-year strategic plan for our art program.

Heidi Wiltsee  
636 Nevada Street, Sausalito CA 94965

Heidi is a Willow Creek parent and active member of our school's Parent Council. She has an interest in the school's art program and parent engagement strategies. She consulted with the charter renewal from the perspective of parental input and curriculum integration.

Sue Krenek  
636 Nevada Street, Sausalito CA 94965

Sue Krenek is both a Director and parent at Willow Creek Academy. She served as the head of the Charter Renewal Committee, taking the lead on creating the document and making all necessary revisions. She is a lawyer in Sausalito.

**Exhibit D: Operational Budget**

[to be provided in January 2014]

Exhibit E: Audited Financial Statements

WILLOW CREEK ACADEMY

(A California Non-Profit  
Public Benefit Corporation)

Audited Financial Statements  
for the Year Ended  
June 30, 2013



## WILLOW CREEK ACADEMY

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Willow Creek Academy  
Sausalito, CA

### Report on the Financial Statements

We have audited the accompanying financial statements of Willow Creek Academy (the Academy), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Board of Directors  
Willow Creek Academy

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Academy as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

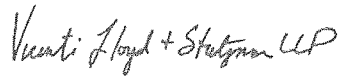
### **Other Matters**

#### *Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary schedules on pages 10-13 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

#### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated November 17, 2013 on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Academy's internal control over financial reporting and compliance.



VICENTI, LLOYD & STUTZMAN LLP  
Glendora, CA  
November 17, 2013

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**STATEMENT OF FINANCIAL POSITION**  
June 30, 2013

**ASSETS**

**CURRENT ASSETS:**

Cash and cash equivalents	\$ 279,728
Accounts receivable - state and local governments	380,791
Prepaid expenses	<u>1,433</u>
Total current assets	<u>661,952</u>

**LONG-TERM ASSETS:**

Buildings	54,335
Equipment	27,616
Less: Accumulated depreciation	<u>(37,254)</u>
Total long-term assets	<u>44,697</u>
Total assets	<u><u>\$ 706,649</u></u>

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES:**

Accounts payable	\$ 131,691
Accrued liabilities	<u>131,594</u>
Total current liabilities	<u>263,285</u>
Total liabilities	<u>263,285</u>

**NET ASSETS:**

Unrestricted	<u>443,364</u>
Total net assets	<u>443,364</u>
Total liabilities and net assets	<u><u>\$ 706,649</u></u>

The accompanying notes are an integral part of these financial statements.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**STATEMENT OF ACTIVITIES**  
**For the Year Ended June 30, 2013**

**REVENUES:**

Revenue in-lieu of property taxes	\$ 1,438,510
State revenue:	
State apportionment	55,620
Block grant - categorical	172,153
Lottery revenue	43,130
Other state revenue	94,911
Federal revenue:	
Other federal revenue	119,259
Other local revenue:	
Interest income	349
Other revenue	<u>668,312</u>
Total unrestricted revenues	<u>2,592,244</u>

**EXPENSES:**

Program services:	
Educational programs	2,201,422
Support services:	
General and administrative	<u>283,719</u>
Total expenses	<u>2,485,141</u>
Increase in unrestricted net assets	107,103
Beginning unrestricted net assets	<u>336,261</u>
Ending unrestricted net assets	<u>\$ 443,364</u>

The accompanying notes are an integral part of these financial statements.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**STATEMENT OF CASH FLOWS**  
For the Year Ended June 30, 2013

**CASH FLOWS from OPERATING ACTIVITIES:**

Change in Net Assets	\$ 107,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	7,686
(Increase) and decrease in operating assets:	
Accounts receivable - state and local governments	(68,517)
Prepaid expenses	750
Increase and (decrease) in operating liabilities:	
Accounts payable	(12,166)
Accrued liabilities	<u>28,532</u>
Net cash provided by operating activities	<u>63,388</u>
Net increase in cash and cash equivalents	63,388
Cash and cash equivalents at the beginning of the year	<u>216,340</u>
Cash and cash equivalents at the end of the year	<u>\$ 279,728</u>

The accompanying notes are an integral part of these financial statements.



**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2013

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

*Nature of Activities* – Willow Creek Academy (the Academy) is a California non-profit public benefit corporation and is organized to operate a K-8 Charter Academy and is sponsored by Sausalito Marin City Academy District (the District). The charter was granted on March 2001 by the District.

Willow Creek Academy is funded principally through the State of California public education monies received through the California Department of Education and the District.

The charter may be revoked by the District for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

*Net Asset Classes* – The Academy is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Net assets of the Academy consist of the following:

- x Unrestricted: All resources over which the governing board has discretionary control to use in carrying on the general operations of the Academy.
- x Temporarily restricted: These net assets are restricted by donors to be used for specific purposes. The Academy does not currently have any temporarily restricted net assets.
- x Permanently restricted: These net assets are permanently restricted by donors and cannot be used by the Academy. The Academy does not currently have any permanently restricted net assets.

*Revenue Recognition* – Amounts received from the California Department of Education are recognized as revenue by the Academy based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in unrestricted net assets if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in temporarily restricted net assets.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2013

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

*Cash and Cash Equivalents* – The Academy defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

*Use of Estimates* – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure. Accordingly, actual results could differ from those estimates.

*Basis of Accounting* – The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and other liabilities.

*Functional Allocation of Expenses* – The cost of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supportive services benefited.

*Land, Buildings and Equipment* – Land, buildings and equipment are stated at cost if purchased or at estimated fair market value if donated. Depreciation of buildings and equipment is provided on a straight-line basis over the estimated useful lives of the assets. The Academy capitalizes all expenditures for land, buildings and equipment in excess of \$5,000.

*Income Taxes* – The Academy is a non-profit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. The Academy has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated are related to the Academy's continued qualification as a tax-exempt organization and whether there is unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not (>50%) of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Academy files informational returns in the U.S. federal jurisdiction, and the state of California. The statute of limitations for federal and California state purposes is generally three and four years, respectively.

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**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2013

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

*Evaluation of Subsequent Events* – The Academy has evaluated subsequent events through November 17, 2013, the date these financial statements were available to be issued. There were no subsequent events requiring recognition or disclosure.

**NOTE 2 – CONCENTRATION OF CREDIT RISK:**

The Academy maintains its cash in bank deposit accounts at various institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, cash in these accounts exceeds the insured amounts. The Academy has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

**NOTE 3 – ACCOUNTS RECEIVABLE:**

Accounts receivable consists of funds due from state and federal governments, therefore no provisions for uncollectible accounts were recorded.

**NOTE 4 – EMPLOYEE RETIREMENT SYSTEMS:**

The Academy offers an Internal Revenue Code Section 403(b) retirement plan to each of its qualifying employees. Employer and employee contributions are used to purchase annuity contracts for each participant employee. Employer matching contributions are made at the rate equal to 50 percent of the first two percent of elective deferrals for each employee who is eligible for employer contributions. Additionally, the employer may elect to make a discretionary contribution for each qualifying employee for each plan year. The amount of employer contributions used to purchase annuity contracts for the year ended June 30, 2013 was \$54,754.

**NOTE 5 – CONTINGENCIES:**

The Academy has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

SUPPLEMENTARY INFORMATION

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**HISTORY AND ORGANIZATION**  
June 30, 2013

Willow Creek Academy (the Academy) is a California non-profit public benefit corporation and is organized to operate a K-8 Charter Academy and is sponsored by Sausalito Marin City Academy District (the District). The charter was granted on March 2001 by the District.

The District granted the charter through June 30, 2014.

The charter Academy number is 0351.

The Board of Directors and the Administrator for the fiscal year ended June 30, 2013 were as follows:

**Board of Directors**

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Orlando Lobo	President	2016
Phil Kerr	Vice President	2016
Jeffrey Knowles	Secretary	2013
Clark Warden	Treasurer	2014
Kathy Pearson	Member	2013
Kurt Weinsheimer	Member	2016
Glen Hayashi	Member	2016
Douglas Lloyd	Member	2016
Sue Krenk	Member	2013
Robert Greene	Member	2014
Johnathan Logan	Member	2015

**Administrator**

Caroline Cooper	Head of Academy
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**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**SCHEDULE OF EXPENDITURES BY STATE CATEGORIES**  
**For the Year Ended June 30, 2013**

	Program Services	Support Services	Total
Certificated salaries	\$ 1,060,581	\$ -	\$ 1,060,581
Classified salaries	446,087	59,531	505,618
Employee benefits	280,311	10,049	290,360
Books and supplies	136,971	21,194	158,165
Services and other operating expenses	269,786	192,945	462,731
Depreciation	7,686		7,686
Total	<u>\$ 2,201,422</u>	<u>\$ 283,719</u>	<u>\$ 2,485,141</u>

See the notes to the supplementary information.



**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**SCHEDULE OF INSTRUCTIONAL MINUTES**  
For the Year Ended June 30, 2013

	2012-13 Minutes			Status
	Requirement	Reduced	Actual	
Kindergarten	36,000	34,971	56,550	In compliance
Grade 1	50,400	48,960	57,690	In compliance
Grade 2	50,400	48,960	57,690	In compliance
Grade 3	50,400	48,960	57,690	In compliance
Grade 4	54,000	52,457	57,690	In compliance
Grade 5	54,000	52,457	57,690	In compliance
Grade 6	54,000	52,457	57,690	In compliance
Grade 7	54,000	52,457	57,690	In compliance
Grade 8	54,000	52,457	57,690	In compliance

See the notes to the supplementary information.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**SCHEDULE OF AVERAGE DAILY ATTENDANCE (ADA)**  
For the Year Ended June 30, 2013

	Second Period		Annual Report	
	Classroom		Classroom	
	Based	Total	Based	Total
Kindergarten	56.35	56.35	56.69	56.69
Grades 1 through 3	106.54	106.54	107.32	107.32
Grades 4 through 6	66.93	66.93	66.93	66.93
Grades 7 through 8	48.28	48.28	48.08	48.08
ADA Totals	<u>278.10</u>	<u>278.10</u>	<u>279.02</u>	<u>279.02</u>

See the notes to the supplementary information.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)  
**RECONCILIATION OF ANNUAL FINANCIAL REPORT**  
**WITH AUDITED FINANCIAL STATEMENTS**  
**For the Year Ended June 30, 2013**

There were no differences between the net assets reported on the June 30, 2013 audited financial statements and the Annual Financial Report fund balances (net assets).

See the notes to the supplementary information.

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**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**NOTES TO SUPPLEMENTARY INFORMATION**  
For the Year Ended June 30, 2013

**NOTE 1 - PURPOSE OF SCHEDULES**

**A. Schedule of Expenditures by State Categories**

This schedule presents expenses by the object codes according to state categories for analysis purposes.

**B. Schedule of Instructional Minutes**

This schedule presents information on the amount of instructional time offered by the Academy and whether the Academy complied with the provisions of Education Code Sections 46200 through 46206.

**C. Schedule of Average Daily Attendance (ADA)**

Average daily attendance is a measurement of the number of pupils attending classes of the Academy. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to the Academy. This schedule provides information regarding the attendance of students at various grade levels.

**D. Reconciliation of Annual Financial Report with Audited Financial Statements**

This schedule provides the information necessary to reconcile the fund balance (net assets) of the Academy as reported on the Annual Financial Report form to the audited financial statements.



INDEPENDENT AUDITOR'S REPORT  
ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS

Board of Directors  
Willow Creek Academy  
Sausalito, CA

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Willow Creek Academy (the Academy), a California non-profit public benefit corporation, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Academy's financial statements, and have issued our report thereon dated November 17, 2013.

**Internal Control Over Financial Reporting**

In planning and performing our audit of financial statements, we considered the Academy's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Academy's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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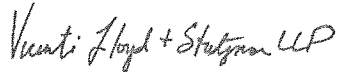
INDEPENDENT AUDITOR'S REPORT  
ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Academy's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



VICENTI, LLOYD & STUTZMAN LLP  
Glendora, CA  
November 17, 2013





## INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Directors  
Willow Creek Academy  
Sausalito, CA

We have audited the compliance of Willow Creek Academy (the Academy) with the types of compliance requirements described in the *2012-13 Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel for the year ended June 30, 2013. The Academy's State compliance requirements are identified in the table below.

### Management's Responsibility

Compliance with the State laws and regulations as identified below is the responsibility of the Academy's management.

### Auditor's Responsibility

Our responsibility is to express an opinion on the Academy's compliance based on our audit of the types of compliance referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2012-13 Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the Academy's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on State compliance. Our audit does not provide a legal determination of the Academy's compliance with those requirements.

### Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Academy's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures in Audit Guide</u>	<u>Procedures Performed</u>
Attendance accounting:		
Attendance reporting	6	Not applicable
Teacher Certification and Misassignments	3	Not applicable
Kindergarten continuance	3	Not applicable
Continuation education	10	Not applicable
Independent study	23	Not applicable

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## INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

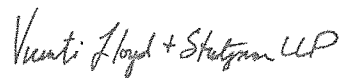
<u>Description</u>	<u>Procedures in Audit Guide</u>	<u>Procedures Performed</u>
Instructional time:		
School Districts	6	Not applicable
County Offices of Education	3	Not applicable
Class size reduction program (including charter Schools):		
General requirements	7	Yes
Option 1	3	Yes
Option 2	4	Not applicable
One School serving K-3	4	Yes
Instructional materials general requirements	8	Not applicable
Ratios of administrative employees to teachers	1	Not applicable
Classroom teacher salaries	1	Not applicable
Early retirement incentive	4	Not applicable
GANN limit calculation	1	Not applicable
School Accountability Report Card	3	Not applicable
Juvenile Court Schools	8	Not applicable
After School Education and Safety Program:		
General requirements	4	Not applicable
After School	5	Not applicable
Before School	6	Not applicable
Charter Schools:		
Contemporaneous records of attendance	1	Yes
Mode of Instruction	1	Yes
Nonclassroom-based instructional/independent study	15	Not applicable
Determination of funding for nonclassroom-based instruction	3	Not applicable
Annual instructional minutes – classroom based	4	Yes

### Opinion on State Compliance

In our opinion, the Academy complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2013.

### Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2012-13 Standards and Procedures for Audits of California K-12 Local Education Agencies*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



VICENTI, LLOYD & STUTZMAN LLP  
Glendora, CA  
November 17, 2013

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)

**SCHEDULE OF FINDINGS AND RESPONSES**  
**June 30, 2013**

All audit findings must be identified as one or more of the following eleven categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
41000	CalSTRS
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teachers Salaries
70000	Instructional Materials
71000	Teacher Misassignments
72000	Academy Accountability Report Card

There were no findings for the year ended June 30, 2013.

**WILLOW CREEK ACADEMY**  
(A California Non-Profit Public Benefit Corporation)  
**SCHEDULE OF PRIOR YEAR FINDINGS AND RESPONSES**  
June 30, 2013

There were no findings for the year ended June 30, 2012.



**Exhibit F: Bylaws of Willow Creek Academy**

**BYLAWS  
OF  
WILLOW CREEK ACADEMY  
(A California Non-Profit Public Benefit Corporation)**

ARTICLE I: NAME .....	1
ARTICLE II: PRINCIPAL OFFICE OF THE CORPORATION .....	1
ARTICLE III: GENERAL AND SPECIFIC PURPOSES; LIMITATIONS .....	2
ARTICLE IV: CONSTRUCTION AND DEFINITIONS .....	2
ARTICLE V: DEDICATION OF ASSETS .....	2
ARTICLE VI: CORPORATIONS WITHOUT VOTING MEMBERS .....	3
ARTICLE VII: BOARD OF DIRECTORS .....	3
ARTICLE VIII: OFFICERS OF THE CORPORATION .....	9
ARTICLE IX: CONTRACTS WITH DIRECTORS AND OFFICERS .....	11
ARTICLE X: LOANS TO DIRECTORS AND OFFICERS .....	12
ARTICLE XI: INDEMNIFICATION .....	12
ARTICLE XII: INSURANCE .....	12
ARTICLE XIII: MAINTENANCE OF CORPORATE RECORDS .....	13
ARTICLE XIV: INSPECTION RIGHTS .....	13
ARTICLE XV: REQUIRED REPORTS .....	14
ARTICLE XVI: BYLAW AMENDMENTS .....	15
ARTICLE XVII: FISCAL YEAR .....	15

**ARTICLE I:  
NAME**

Section 1. NAME. The name of this corporation is Willow Creek Academy.

**ARTICLE II:  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 10 Liberty Ship Way, #94, Sausalito, California 94965, in Marin County, California. The board of directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.



**ARTICLE III:  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote Willow Creek Academy (a California public school). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV:  
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rule of construction, and definitions in the California Non-Profit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

**ARTICLE V:  
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a non-profit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI:  
CORPORATIONS WITHOUT VOTING MEMBERS**

Section 1.     **CORPORATIONS WITHOUT MEMBERS.** This corporation shall have no voting members within the meaning of the Non-Profit Corporation Law. The corporation's board of directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the board finds appropriate.

**ARTICLE VII:  
BOARD OF DIRECTORS**

Section 1.     **GENERAL POWERS.** Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws regarding actions that require approval of the members, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the board.

Section 2.     **SPECIFIC POWERS.** Without prejudice to the general powers set forth in these bylaws, but subject to the same limitations, the board shall have the power to:

1.     Appoint and remove, at the pleasure of the board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require them security for faithful service.
2.     Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3.     Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 3.     **VARIABLE NUMBER OF AND QUALIFICATIONS FOR DIRECTORS.** The board of directors shall consist of at least five (5) but no more than fifteen (15) directors unless changed by amendment to these bylaws. A minimum of two (2) of the directors shall be parents of children that attend or have applied to attend Willow Creek Academy in the next school year.

The exact number of directors shall be fixed, within those limits, by a resolution adopted by the board of directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the board may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

Section 5. DESIGNATED DIRECTORS. All directors shall be designated by the existing Board of Directors, except that one (1) director may be appointed by the governing board of the Sausalito Marin City School District (the District Director), at the District's discretion. In the event that the governing board of the Sausalito Marin City School District ("District") fails to appoint the District Director, in any year, on or before April 15 of such year, then the Board of Directors shall appoint such director for that year. If the District appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director if the Corporation desires to ensure an odd number of Board members. Except for the District Director, each director shall hold office for four (4) years and until a successor director has been designated and qualified. The District Director's term shall always be one (1) year. All terms shall commence on July 1 and expire on June 30 of the year of the term.

Section 6. NOMINATIONS. The Chairman of the board or, if none, the President shall appoint a committee to nominate qualified candidates for election to the board at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least ten (10) days before that date of the election, or at such other time as the board may set, and the secretary shall forward to each member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Notwithstanding the provisions of this Section 6, the governing board of the Sausalito Marin City School District shall have the exclusive right to select the District Director. In the event that the District fails to appoint the District Director, in any year, on or before April 15 of such year, then the nominating committee shall include the District Director's seat in its report.

Section 7. NOMINEE'S RIGHT TO SOLICIT VOTES. The board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to directors the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all members to choose among the nominees. However, if more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the removal of director(s) pursuant to Section 11 below; (d) the increase of the authorized number of directors; (e) the vote of a majority of all directors then in office to remove the director(s) because such director(s) failed to attend three (3) consecutive board meetings or a total of four (4) board meetings in a fiscal year.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president or the secretary, or to the board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed by the vote of a majority of the members of the entire Board of Directors (if removal is for cause) or by the vote of three-quarters of the members of the entire Board of Directors (if removal is not for cause). The vote may be taken at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (2) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

Section 14. PLACE OF BOARD MEETINGS. Meetings of the board shall be held at any place within California that has been designated by resolution of the board or in the notice of the meeting or, if not so designated, at the principal office of the corporation. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and

provisions of the Ralph M. Brown Act ("Brown Act"), California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. ANNUAL AND OTHER MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act.

The annual meeting shall occur on the 3rd Wednesday in June of each year. Immediately after each annual meeting, the board shall hold a general meeting for purposes of organization, election of officers, and transaction of other business.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. AUTHORITY TO CALL SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

1. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
2. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the

receiver.

3. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at the outset of any meeting, the meeting shall be adjourned. The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, the Articles of Incorporation or these Bylaws. Directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

1. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
2. All votes taken during a teleconference meeting shall be by roll call;
3. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
4. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
5. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
6. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 22. NOTICE OF ADJOURNED MEETING. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable open meeting law such as the Brown Act,

Section 23. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 24. CREATION OF POWERS OF COMMITTEES. The board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to committees of the board shall be by majority vote of the directors then in office. The board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the board, to the extent provided in the board resolution, except that no committee may:

1. Take any final action on any matter that, under the California Non-Profit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
2. Fill vacancies on the board or any committee of the board;
3. Fix compensation of the directors for serving on the board or on any committee;
4. Amend or repeal bylaws or adopt new bylaws;
5. Amend or repeal any resolution of the board that by its express terms is not so amendable or repealable;
6. Create any other committees of the board or appoint the members of committees of the board;
7. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or



8. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 25. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board has not adopted rules, the committee may do so.

Section 26. NOMINATING COMMITTEE: In April of each year, the Board of Directors shall appoint a Nominating Committee comprised of three (3) directors. The Nominating Committee shall meet and place into nomination the names of such directors and other persons that, in their best judgment, can fulfill the duties of Officers of the Corporation. Said nominations will be made at the annual meeting in June of each year. Notwithstanding the recommendations of the Nominating Committee, any director may submit the name of a candidate for an office at the annual meeting.

Section 27. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 28. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

#### **ARTICLE VIII: OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. The officers of this corporation shall be a president, a secretary, and a chief financial officer. The corporation, at the board's direction, may also have a chairman of the board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be deemed appropriate by the board.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairman of the board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, shall be chosen by the board and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract. Officers shall be elected by the Board of Directors, at the

annual meeting in June of each year, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever comes first.

Section 4. APPOINTMENT OF OTHER OFFICERS. The board may appoint and authorize the chairman of the board, the president, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the board may remove any officer with or without cause. An officer who was not chosen by the board may be removed by any other officer on whom the board confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a chairman of the board of directors is elected, he or she may preside at board meetings and shall exercise and perform such other powers and duties as the board may assign from time to time. .

Section 9. PRESIDENT. Subject to such supervisory powers as the board may give to the chairman of the board, if any, and subject to the control of the board, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president may also preside at the Board of Directors' meetings. The president shall have such other powers and duties as the board or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the president is absent or disabled, the vice-presidents, if any, in order of their rank as fixed by the board, or, if not ranked, a vice-president designated by the board, shall perform all duties of the president. When so acting, a vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the board or the bylaws may require.

Section 11. SECRETARY. The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the board, of committees of the board, and of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of directors present at board and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The secretary shall keep or cause to be kept, at the corporation's principal office or at a place determined by resolution of the board, a record of the corporation's members, showing each member's name, address, and class of membership.

The secretary shall give, or cause to be given, notice of all meetings of the board and of committees of the board that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The chief financial officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the board may designate; (ii) disburse the corporation's funds as the board may order; (iii) render to the president, chairman of the board, if any, and the board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board or the bylaws may require.

If required by the board, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office.

#### ARTICLE IX: CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest).

Section 2. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest.

**ARTICLE X:  
LOANS TO DIRECTORS AND OFFICERS**

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses by the corporation.

**ARTICLE XI:  
INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, paying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the board by any person seeking indemnification under Corporations Code 5238(b) or 5238(c), the board shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the board shall authorize indemnification.

**ARTICLE XII:  
INSURANCE**

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

**ARTICLE XIII:  
MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

1. Adequate and correct books and records of account;
2. Written minutes of the proceedings of its members, board, and committees of the board; and
3. Such reports and records as required by law.

**ARTICLE XIV:  
INSPECTION RIGHTS**

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the board of directors, and committees of the board at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the article of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours.

**ARTICLE XV:  
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The board shall cause an annual report to be sent to itself (the board of directors) within sixty (60) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required in Section 2 of this Article XV of these bylaws; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors and to any member who requests it in writing.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$10,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$10,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
- (2) Any holder or more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

**ARTICLE XVI:  
BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created Willow Creek Academy or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

**ARTICLE XVII:  
FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.



#### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Willow Creek Academy, a California non-profit public benefit corporation; that these bylaws, consisting of 16 pages, are the bylaws of this corporation as adopted by the Board of Directors on December 11, 2013; and that these bylaws have not been amended or modified since that date.

Executed on December 20, 2013 at Sausalito, California.

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Jeff Knowles, Secretary

## Exhibit G: Willow Creek Academy Conflict of Interest Code

Willow Creek Academy Policies – BP 9270

### CONFLICT OF INTEREST CODE

#### I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Willow Creek Academy hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of Willow Creek Academy ("Charter School"), as specifically required by California Government Code Section 87300.

#### II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

#### III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

#### IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

## **V. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

## **VI. MANNER OF DISQUALIFICATION**

### **A. Non-Governing Board Member Designated Employees**

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Head of School, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

### **B. Governing Board Member Designated Employees**

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

**Adopted:** February 11, 2009

**Amended:** December 11, 2013

## EXHIBIT A

### Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
  - A. Members of the Governing Board and their alternates (if applicable)
  - B. Candidates for Member of the Governing Board
  - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
  - D. Head of School
  - E. Consultants<sup>1</sup>
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
  - A. Purchasing Manager
  - B. Assistant Business Officer
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
  - A. Information Systems Technician
  - B. Contractor

---

<sup>1</sup> The Head of School may determine, in writing, that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Head of School's determination is a public record and shall be retained for public inspection in the same manner and location as other disclosures made pursuant to this conflict of interest code.

## EXHIBIT B

### Disclosure Categories

#### Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

#### Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Head of School. Investments include interests described in Category 1.

#### Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Head of School. Investments include the interests described in Category 1.

## Sausalito Marin City School District

**Agenda Item:** 8.01

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input checked="" type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☒ **Item is for Information Only:** ☐

**Item:** 2014-2015 Declaration of Need for Fully Qualified Educators

### **Background:**

The District must employ teachers who are appropriately credentialed according to California Ed Code. Occasionally, the need arises to assign a teacher to teach in an area in which they have experience and education but may not have completed a second credential. This most frequently occurs at the middle school when the master schedule changes to accommodate new sections and differences in enrollment by grade level. Teachers who are credentialed in one area may apply for a Limited Assignment Permit to teach another subject for up to three years while they are working on obtaining an additional credential.

Less frequently, the District advertises a position for which there is no appropriately CA credentialed applicant. In this case, the District can hire the most qualified applicant and declare a need to hire the candidate with an Emergency Permit. Emergency Permits are also temporary in nature and require the holder to demonstrate satisfactory progress towards obtaining an appropriate credential.

The District may employ as many as five (5) teachers who are currently working towards adding credential authorizations in their assigned areas. The District is requesting that the Board approve three (3) single subject Limited Assignments and two (2) Emergency Permits to address anticipated needs.

### **Fiscal Impact:**

None

### **Recommendation:**

Approve

**Prepared for:** Steve Van Zant

**Prepared by:** P. Rigney



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2014-2015  
☐ Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Sausalito Marin City District CDS Code: 65474

Name of County: Marin County CDS Code: 21

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 7 / 8 / 14 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2015.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Steve Van Zant</u>	_____	<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>415-332-9643</u>	<u>415-332-3190</u>	<u>7-8-14</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>200 Phillips Drive, Sausalito CA 94965</u>		
<i>Mailing Address</i>		
<u>svanzant@smcsd.org</u>		
<i>Email Address</i>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► *Enclose a copy of the public announcement*



Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	2
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	2
Special Education	1
TOTAL	3

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐

Yes

☒

No

If no, explain. Too small

Does your agency participate in a Commission-approved college or university intern program?

☐

Yes

☒

No

If yes, how many interns do you expect to have this year? 0

If yes, list each college or university with which you participate in an intern program.

If no, explain why you do not participate in an intern program.  
Too small

Sausalito Marin City School District  
Personnel Action Report  
2014/2015-1

Date of Board Meeting: July 8, 2014

Action	Name	Title	FTE	Site	Effective Date
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**Classified**


**Certificated**

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**Confidential**


**Administrative**

Hired	Jonnette Newton	Principal	1.0	BS/MLK	7-1-2014

## Sausalito Marin City School District

**Agenda Item:** 9.01

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input checked="" type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:**   X        **Item is for Information Only:**       

**Item:** 2014-2015 Consolidated Application for Funding

**Background:**

The Consolidated Application is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. In 2012, the CDE developed the Web-based Consolidated Application and Reporting System (CARS). The Spring Release “CARS Application for Funding” includes required certifications, assurances, projected student counts, and forms to indicate program participation for 2014-15 funding. Anticipated program participation also includes private, non-profit schools as required by NCLB Federal Law. The application is due by June 30, 2014 and will require board approval by August 30, 2014.

Based on CDE research of legal requirements, the Application for Funding and the associated participation forms and plans are the only items that require local board approval. The other data collections are program reports and may be presented to the local board as reports but do not require local board approval.

**Fiscal Impact:**

Based on the most recent Federal and State budget information, the district is anticipating a slight reduction in Federal funding due to sequestration. Exact entitlement amounts for each program will be conveyed to district staff by entitlement letters available sometime in late fall 2014.

**Recommendation:**

Approve

**Prepared for:** Steve Van Zant

**Prepared by:** P. Rigney

## 2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

**CDE Program Contact:**

Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640

### LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	9/11/2003
LEA Plan Web page	<a href="http://www.smcsd.org">www.smcsd.org</a>

### Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Steve Van Zant
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/27/2014

**2014-15 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring & Support, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269  
Mary Payne, District Improvement Office, [MPayne@cde.ca.gov](mailto:MPayne@cde.ca.gov), 916-319-0379

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Steve Van Zant
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/27/2014
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

## 2014-15 Application for Funding

**CDE Program Contact:**Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/08/2014
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	District has less than 50 English Learners
DELAC review date	06/27/2014
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Economic Impact Aid</b> EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at <a href="http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp">http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp</a> .	Yes
<b>Title I Part A (Basic Grant)</b> ESEA Sec. 1111 et seq. SACS 3010	Yes
<b>Title I Part D (Delinquent)</b> ESEA Sec. 1401 SACS 3025	No
<b>Title II Part A (Teacher Quality)</b>	Yes



## 2014-15 Application for Funding

**CDE Program Contact:**Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640

ESEA Sec. 2101 SACS 4035	
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A LEP</b> ESEA Sec. 3102 SACS 4203	Yes

**2014-15 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability & Info Srv, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

## Sausalito Marin City School District

**Agenda Item:** 9.02

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input checked="" type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:**  X       **Item is for Information Only:**

**Item:** 2014-2015 Boys and Girls Club After School Program Agreement

**Background:**

The District is asking for the approval of the Boys & Girls Club of Marin and Southern Sonoma Counties Agreement. The Boys & Girls Club of Marin and Southern Sonoma Counties will continue to fulfill the requirements of providing after school services for Martin Luther King Jr. Academy students at the Martin Luther King Jr. Academy campus. This activity is funded through the California Department of Education's After School Education and Safety Program (cohort 5) (ASES). The intent of this contractual agreement is to clarify the respective roles and responsibilities of the partnership.

This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties. The terms of the agreement are in effect from August 1, 2014 to June 30, 2015.

If the State eliminates or reduces funding for the program, this MOU is terminated on the effective date of the State's action.

**Fiscal Impact:**

None

**Recommendation:**

Approve

**Prepared for:** Steve Van Zant

**Prepared by:** P. Rigney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAUSALITO MARIN CITY SCHOOL DISTRICT  
AND  
BOYS & GIRLS CLUBS OF MARIN AND SOUTHERN SONOMA COUNTIES**

**FOR CONTRACT SERVICES PROVIDED BY THE  
CALIFORNIA DEPARTMENT OF EDUCATION'S  
AFTER SCHOOL EDUCATION AND SAFETY PROGRAM**

This Agreement is renewed as of June 1, 2014, between Sausalito Marin City School District (District) and Boys & Girls Clubs of Marin and Southern Sonoma Counties (Club) to continue to fulfill the requirements of providing after school services for Martin Luther King Jr. Academy students at the Martin Luther King Jr. Academy campus funded through the California Department of Education's After School Education and Safety Program (cohort 5) (ASES). The intent of this contractual agreement is to clarify the respective roles and responsibilities of the partnership.

**Boys & Girls Clubs of Marin and Southern Sonoma Counties Responsibilities:**

- Provide ASES after school program for a minimum of 85 Martin Luther King Jr. Academy K-8 grade students at Martin Luther King Jr. Academy campus.
- Operate daily after school from dismissal until 6:00 p.m.
- Per ASES guidelines maintain the attendance requirements for the ASES grant.
- Programs must offer academic support and enrichment.
- Daily attendance is mandatory.
- Open program to all students, although there will be a maximum capacity for each program.
- Follow budget guidelines on use of funds.
- Provide mandatory match.
- Children's schedules, arrival and departures.
- Adhere to program early release policy.

**Sausalito Marin City School District Responsibilities:**

- Facility use – this will include dedicated space that can be utilized every day during non-school hours and provides adequate room for the maximum number of students the program can hold.
- Promote linkage between after school provider staff and school day administration and teachers regarding homework, curricula and facilities for a seamless program.
- Assist in student recruitment.
- Share STAR, academic & attendance data with Boys & Girls Clubs.
- Fiscal manager –Boys & Girls Clubs of Marin and Southern Sonoma Counties will provide monthly reports in accordance with the guidelines set forth in the ASES program, by the 1<sup>st</sup> of each month.
- The total annual funding to be paid to Boys & Girls Clubs of Marin & Southern Sonoma Counties is a \$79,650.00 Payment that will be disbursed monthly, 30 days in advance by the 5<sup>th</sup> of the month for each preceding month, at \$7,965.00 per month for 10 months per year including January, February, March, April, May, August, September, October, November, and December. This amount will be adjusted upward accordingly if Sausalito Marin City School District receives additional ASES funding for Martin Luther King Jr. Academy K-8<sup>th</sup> grade students, and/or if the balance of funding for Willow Creek Academy is transferred to Martin Luther King Jr. Academy.
- Manage subcontracts.
- Prepare state reports and share the reports and supporting analysis with the Club.
- Manage evaluation of program.

**Joint Responsibilities:**

- Representatives from both parties will meet quarterly to provide on-going evaluation of the program.

**Terms**

- This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties.
- If all parties are in agreement by May 16, 2014. The agreement will continue in effect from August 1, 2014 to June 30, 2015 at which time the program will be reviewed.
- If the State eliminates or reduces funding for the program this MOU is terminated on the effective date of the State's action.
- Disbursement of funds:

ASES Program

\$79,650.00**Hold Harmless:**

Club shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Club's use of DISTRICT'S property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Club or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive termination or expiration of this Agreement with respect to any Liability which arose while the Agreement was still in effect. Club shall be liable to DISTRICT for any loss or damage to DISTRICT's property arising from or in connection with Club use of such property.

**Insurance:**

Club shall maintain in force commercial general liability and commercial auto policies covering bodily injury and property damage and provide evidence of coverage for professional liability. All policies and insurance carriers must be acceptable to the DISTRICT and be written on an occurrence form. Club shall provide Workers' Compensation and employer's liability coverage for all employees and volunteers.

The insurance program shall be in the following amounts: comprehensive general liability with a combined single limit and per occurrence limits of not less than \$1,000,000; commercial auto policy with per occurrence limits of not less than \$1,000,000, with an annual general aggregate of \$5,000,000; Workers' Compensation, with statutory limits for the State of California.

Club shall provide DISTRICT with a Certificate of Insurance and an Additional Insured Endorsement for all liability arising out of this Agreement, and this endorsement will protect DISTRICT, its officers, agents and employees against liability for bodily injury, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of this Agreement.

The partners, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Boys &amp; Girls Clubs of Marin and Southern Sonoma Counties

Sausalito Marin City School District

By:

\_\_\_\_\_  
David L. Solo  
President/CEO

By:

\_\_\_\_\_  
Mr. Steve Van Zant  
Superintendent

**Sausalito Marin City School District**

**Payment of Warrants**

7/8, 2014

Attached warrants include:

Batch 54 Fund 01 in the amount of \$12,544.33

Batch 54 Fund 40 in the amount of \$1,467.05

Batch 55 Fund 01 in the amount of \$88,763.50

Batch 55 Fund 13 in the amount of \$5,342.54

Batch 55 Fund 40 in the amount of \$6,570.00

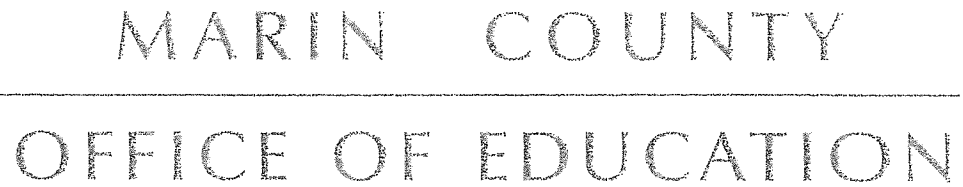
Batch 56 was voided

Batch 57 Fund 01 in the amount of \$6,253.06

Batch 58 Fund 01 in the amount of \$11,655.00

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



(415) 472-4110  
FAX (415) 491-6625

Date 6/18/14

District No. 47

1,467.05

Paula Bigney



DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0054 GENERAL FUND  
FUND : 01 GENERAL FUND

W	NT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20059572		000685/	ALAMEDA COUNTY OFFICE OF														
			PO-140166	1.	01	3010	0	5240	00	1110	1010	700	000	000		114-CORE-0564	60.00
			WARRANT TOTAL														\$60.00
20059573		070329/	AT&T CALNET 2														
			PO-140001	1.	01	0000	0	5970	00	0000	2700	700	000	000		5/14	60.88
			WARRANT TOTAL														\$60.88
20059574		070694/	JULIE AUSLANDER														
			PV-140635		01	9472	0	4300	00	1110	1010	100	000	000		Parent Meeting Supplies	21.16
			WARRANT TOTAL														\$21.16
20059575		070711/	BRIGHT PATH THERAPISTS														
			PO-140106	1.	01	6500	0	5835	00	5770	1182	700	000	000		2342	2,655.00
			WARRANT TOTAL														\$2,655.00
20059576		002332/	MICHAEL FOWLER														
			PV-140633		01	0000	0	8699	00	0000	0000	000	000	000		Re-issue stale dated check	285.00
			WARRANT TOTAL														\$285.00
20059577		001509/	PAULA HAMMONS														
			PV-140634		01	0000	0	4300	00	0000	2700	100	000	000		Trophies	34.10
			WARRANT TOTAL														\$34.10
20059578		000045/	MARIN COUNTY OFFICE OF EDUC														
			PV-140638		01	0000	0	5300	00	1130	4200	700	000	000		141117	250.00
			WARRANT TOTAL														\$250.00
20059579		001927/	MILL VALLEY SERVICES														
			PO-140170	1.	01	0000	0	4300	00	0000	7200	725	000	000		82208, 82213	471.39
			WARRANT TOTAL														\$471.39
20059580		000058/	P G & E CO														
			PO-140000	1.	01	0000	0	5510	00	0000	8200	000	000	000		Due 6/16/14	21.40
			WARRANT TOTAL														\$21.40
20059581		001953/	SPECTRUM CENTER														
			PO-140062	1.	01	6500	0	5833	00	5750	1185	700	000	000		109994	8,523.40

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0054 GENERAL FUND

FUND: 01GENERAL FUND

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/20/2014

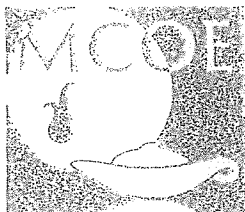
INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE				ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	
WARRANT TOTAL									\$8,523.40
20059582	070677/	LYDIA TUVESON							
		PV-140637						04LT2013-14	162.00
									\$162.00
WARRANT TOTAL									
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	11	TOTAL AMOUNT OF WARRANTS:	\$12,544.33*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0054 GENERAL FUND

FUND : 40 SPECIAL RESERVE~CAP OUTLAY #1

V	NT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	
		REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	AMOUNT
20059583		070701/	QUATTROCCHI KWOK				
			PV-140636	40-0000-0-6210.00-0000-8500-700-000-000		14023	1,467.05
				WARRANT TOTAL			\$1,467.05
	*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:	\$1,467.05*
	*** BATCH TOTALS ***			TOTAL NUMBER OF WARRANTS:	12	TOTAL AMOUNT OF WARRANTS:	\$14,011.38*
	*** DISTRICT TOTALS ***			TOTAL NUMBER OF WARRANTS:	12	TOTAL AMOUNT OF WARRANTS:	\$14,011.38*

Printed: 06/24/2014 07:49:04



MARIN COUNTY  
OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925  
SAN RAFAEL, CA 94913-4925  
marincoe@marin.k12.ca.us

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 6/25/14

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 100,676.04.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>55</u>	<u>88,763.50</u>
<u>13</u>	<u>55</u>	<u>5,342.54</u>
<u>40</u>	<u>55</u>	<u>6,570.00</u>
<u> </u>	<u> </u>	<u> </u>
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Authorized Signature Paula Bigney

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0055 GENERAL FUND  
FUND : 01 GENERAL FUND

ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20060392	070329/	AT&T CALNET 2				
		PO-140001	1. 01-0000-0-5970.00-0000-2700-700-000-000	6/14		497.75
			WARRANT TOTAL			\$497.75
20060393	070694/	JULIE AUSLANDER				
		PV-140651	01-3010-0-4300.00-1110-1010-700-000-000	Ed. Supplies		209.87
			WARRANT TOTAL			\$209.87
20060394	070711/	BRIGHT PATH THERAPISTS				
		PV-140657	01-6500-0-5835.00-5770-1182-700-000-000	2445		930.00
			WARRANT TOTAL			\$930.00
20060395	070853/	TAYLOR CALLAWAY				
		PV-140652	01-3010-0-4300.00-1110-1010-700-000-000	Conference Registration		100.00
			WARRANT TOTAL			\$100.00
20060396	070722/	CYPRESS SCHOOL				
		PV-140656	01-6500-0-5833.00-5750-1185-700-000-000	43514-Add		180.30
			WARRANT TOTAL			\$180.30
20060397	070594/	DANNIS WOLIVER KELLY				
		PO-140127	1. 01-0000-0-5829.00-0000-7100-000-000-000	172163-4		1,890.00
			WARRANT TOTAL			\$1,890.00
20060398	002547/	DISCOVERY OFFICE SYSTEMS				
		PO-140051	1. 01-0000-0-5605.00-0000-7200-725-000-000	6/14		63.02
			3. 01-0000-0-5605.00-1110-1010-101-000-000	6/14		199.94
			WARRANT TOTAL			\$262.96
20060399	070026/	ELLEN FRANZ				
		PV-140647	01-9476-0-4300.00-1110-1010-000-000-111	Art supplies		5,030.55
			WARRANT TOTAL			\$5,030.55
20060400	070854/	SCOTT HADDAD				
		PV-140653	01-0000-0-4300.00-1110-1010-100-000-000	Classroom supplies		300.00
			WARRANT TOTAL			\$300.00

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0055 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20060401	000701/	HYDREX PEST CONTROL				
		PV-140643	01-0000-0-5525.00-0000-8200-000-000-000	6/2014		235.00
			WARRANT TOTAL			\$235.00
20060402	000039/	KAISER FOUNDATION				
		PV-140658	01-0000-0-9520.00-0000-0000-000-000-000	16734-0001		4,408.06
			01-0000-0-9520.00-0000-0000-000-000-000	16734-0002		961.65
			01-0000-0-9520.00-0000-0000-000-000-000	578-0002		15,118.64
			WARRANT TOTAL			\$20,488.35
20060403	070386/	KEYGENT LLC				
		PV-140650	01-0000-0-5840.00-0000-7200-725-000-000	21-65474-02014-001		2,525.00
			WARRANT TOTAL			\$2,525.00
20060404	070624/	LARKSPUR CORTE MADERA SCHOOL				
		PV-140646	01-6500-0-5139.00-5770-1190-700-000-000	52		6,426.82
			WARRANT TOTAL			\$6,426.82
20060405	002081/	MAGIC FLUTE INC.				
		PO-140150	1. 01-9476-0-4300.00-1110-1010-000-000-111	125495		3,823.17
			WARRANT TOTAL			\$3,823.17
20060406	070164/	MARIN CITY COMMUNITY SERVICES				
		PV-140655	01-9479-0-5849.00-0000-2100-101-000-000	After School Program		10,000.00
			WARRANT TOTAL			\$10,000.00
20060407	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-140645	01-6500-0-5139.00-5770-1190-700-000-000	140955, 140956		147.19
			WARRANT TOTAL			\$147.19
20060408	070501/	MARIN HEAD START				
		PO-140122	1. 01-9472-0-5840.00-0000-2495-100-000-000	60134		6,386.82
		PV-140666	01-9472-0-5840.00-1110-1010-100-000-000	60134		11,196.50
			WARRANT TOTAL			\$17,583.32
20060409	000182/	MARIN SCOPE				
		PV-140649	01-0000-0-5803.00-0000-7200-700-000-000	Budget Notice		50.40

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0055 GENERAL FUND

FUND : 01 GENERAL FUND

W.	INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
		REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
WARRANT TOTAL							\$50.40
20060410	070447/		MAXIM HEALTHCARE SERVICES				
			PV-140644	01-6500-0-5835.00-5770-1182-700-000-000		2486400084, 2502310084	4,463.15
			WARRANT TOTAL				\$4,463.15
20060411	000548/		MOLLIE STONE'S				
			PV-140639	01-0000-0-4300.00-0000-7110-725-000-000		Board Meeting 6/24/14	79.06
			WARRANT TOTAL				\$79.06
20060412	000015/		MSIA DENTAL				
			PV-140640	01-0000-0-9520.00-0000-0000-000-000-000		7/14	4,006.23
			WARRANT TOTAL				\$4,006.23
20060413	000117/		MSIA VISION				
			PV-140641	01-0000-0-9520.00-0000-0000-000-000-000		7/14	374.88
			WARRANT TOTAL				\$374.88
20060414	070448/		JONNETTE NEWTON				
			PV-140659	01-0000-0-4300.00-1110-1010-100-000-000		Musical instruments, Cake	113.98
				01-9476-0-4300.00-1110-1010-000-000-111		Musical instruments, Cake	386.88
			WARRANT TOTAL				\$500.86
20060415	000058/		P G & E CO				
			PO-140000	1. 01-0000-0-5510.00-0000-8200-000-000-000		Due 7/7/14	3,392.99
			WARRANT TOTAL				\$3,392.99
20060416	000056/		PBI				
			PO-140009	2. 01-0000-0-5960.00-0000-7200-725-000-000		7140007-JN14	507.78
			WARRANT TOTAL				\$507.78
20060417	070222/		PROTECTION ONE				
			PV-140667	01-7090-0-4300.00-1110-1010-000-000-111		6905574	170.00
			WARRANT TOTAL				\$170.00
20060418	070843/		ALAN ROTHKOP				
			PV-140648	01-8150-0-4300.00-0000-8100-735-000-000		Postage	11.39



DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0055 GENERAL FUND  
FUND : 01 GENERAL FUND

W. ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$11.39
20060419	001513/	SCHOOL SERVICES OF CALIFORNIA				
	PO-140164	1.	01-0000-0-5210.00-0000-7300-725-000-000	81156		135.00
WARRANT TOTAL						\$135.00
20060420	001953/	SPECTRUM CENTER				
	PV-140665		01-6500-0-5833.00-5750-1185-700-000-000	110618		2,033.95
WARRANT TOTAL						\$2,033.95
20060421	070703/	WOODWIND & BRASSWIND				
	PO-140151	1.	01-9476-0-4300.00-1110-1010-000-000-111	20833454,21231893,21242883		2,371.37
WARRANT TOTAL						\$2,371.37
20060422	070719/	KAYLA ZEISLER				
	PV-140654		01-0000-0-4300.00-1110-1010-101-000-000	Food for school event		36.16
WARRANT TOTAL						\$36.16
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 31			TOTAL AMOUNT OF WARRANTS:	\$88,763.50*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0055 GENERAL FUND  
FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20060423	070811/	BARON BAKING LLC												
		PV-140663	13	5310	0	5840	00	0000	3700	100	000	000	24-0134	17.85
			13	5310	0	5840	00	0000	3700	101	000	000	24-0134	17.85
		WARRANT TOTAL												\$35.70
20060424	000105/	CLOVER-STORNETTA FARMS												
		PV-140662	13	5310	0	5840	00	0000	3700	100	000	000	100063910	111.08
			13	5310	0	5840	00	0000	3700	101	000	000	100063910	111.08
		WARRANT TOTAL												\$222.16
20060425	070827/	MARIN SUN FARMS												
		PV-140660	13	5310	0	5840	00	0000	3700	100	000	000	79180	68.35
			13	5310	0	5840	00	0000	3700	101	000	000	79180	68.35
		WARRANT TOTAL												\$136.70
20060426	070792/	TEENS TURNING GREEN												
		PV-140664	13	5310	0	5840	00	0000	3700	101	000	000	5-6/14	2,223.48
			13	5310	0	5849	00	0000	3700	700	000	000	5-6/14	2,252.00
		WARRANT TOTAL												\$4,475.48
20060427	070799/	VERITABLE VEGETABLE INC.												
		PV-140661	13	5310	0	5840	00	0000	3700	100	000	000	911678	236.25
			13	5310	0	5840	00	0000	3700	101	000	000	911678	236.25
		WARRANT TOTAL												\$472.50
*** FUND	TOTALS ***													
		TOTAL NUMBER OF WARRANTS:	5										TOTAL AMOUNT OF WARRANTS:	\$5,342.54*

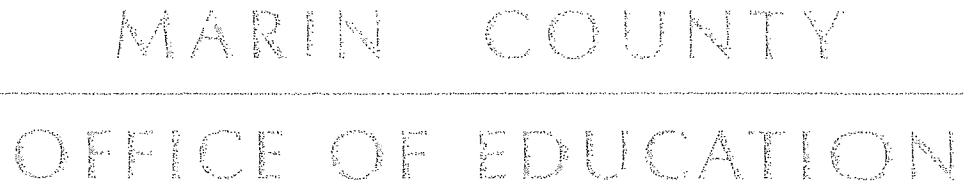
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0055 GENERAL FUND

FUND : 40 SPECIAL RESERVE~CAP OUTLAY #1

ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20060428	070802/	MARINA LANDSCAPE INC.												
		PV-140642		40-0000-0-6240.00-0000-8500-700-000-135									313017-04	6,570.00
													WARRANT TOTAL	\$6,570.00
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$6,570.00*
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	37						TOTAL AMOUNT OF WARRANTS:	\$100,676.04*
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	37						TOTAL AMOUNT OF WARRANTS:	\$100,676.04*

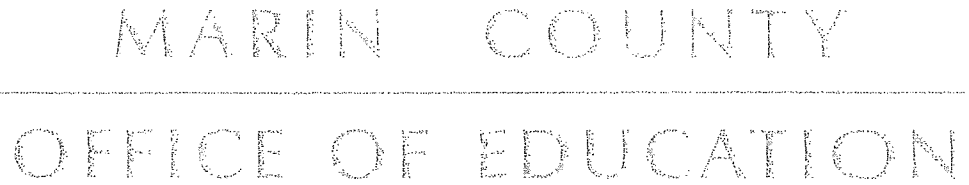
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(415) 472-4110  
FAX (415) 491-6625

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0057 FINAL PAYMENTS  
FUND : 01 GENERAL FUND

W	NT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
		REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20060791	070448/		JONNETTE NEWTON				
			PV-140668	01-9476-0-4300.00-1110-1010-000-000-111		REIMB MUSICAL EQUIPMENT	3,857.06
				01-9476-0-4400.00-1454-1010-100-000-000		REIMB MUSICAL EQUIPMENT	2,396.00
				WARRANT TOTAL			\$6,253.06
***	FUND	TOTALS	***	TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:	\$6,253.06*
***	BATCH	TOTALS	***	TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:	\$6,253.06*



(415) 472-4710  
FAX (415) 491-6625

Date 6-24-74

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 11,655.00.

[illegible]

Authorized Signature Paula Rigney

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0058 FINAL COM TRANSPORTATION INV  
 FUND : 01 GENERAL FUND

COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 06/30/2014

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20060792	001854/	COMMUNITY ACTION MARIN												
		PV-140669				01-0000-0-5840.00-1110-3600-100-000-723							FINAL TRANSPORTATION REPT	11,655.00
						WARRANT TOTAL								\$11,655.00
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$11,655.00*
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$11,655.00*
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	2						TOTAL AMOUNT OF WARRANTS:	\$17,908.06*

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## Sausalito Marin City School District

**Agenda Item:** 9.04

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input checked="" type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☒ **Item is for Information Only:** ☐

**Item:** Purchase of Van for Special Education Program Transportation

**Background:**

The District would like to purchase a three-quarter ton van that seats 10-14 passengers. The van will be primarily used to transport students in the special education program. It will also be used for small field trips, thus saving the district a considerable sum in leasing expenses.

**Fiscal Impact:**

Based on current prices, the van will cost between \$17,000- \$21,000.

**Recommendation:**

Approve

**Prepared for:** Steve Van Zant

**Prepared by:** P. Rigney

**Sausalito Marin City School District**

**Agenda Item:** 11.01

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input checked="" type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☒ **Item is for Information Only:** ☐

**Item:** Board Policy 1501 – Uniform Complaint Procedures

**Background:**

At the last board meeting, this item was brought forward as a first read. During this meeting, the board is asked to approve this Board Bylaw.

**Fiscal Impact:**

Undetermined

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

The Superintendent/Governing Board recognizes that the Sausalito Marin City School District (SMCSD) has primary responsibility for insuring that it complies with state and federal laws and regulations governing educational programs operated by the Marin County Office of Education. The Superintendent or his designee shall investigate and seek to resolve complaints at the local level, in accordance with applicable laws and administrative regulations.

The Superintendent or designee shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination, harassment, intimidation and bullying against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, nationality and ethnicity, ancestry, national origin, religion, color, mental or physical disability, medical condition, genetic condition, marital status, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Marin County Office of Education program or activity that receives or benefits from state financial assistance. A statement that unlawful discrimination, harassment, intimidation and bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation and bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation and bullying. (5 CCR § 4630.)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs.

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the Marin County Office of Education's Williams uniform complaint procedure.

The Superintendent/Governing Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Superintendent/Governing Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation and bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process or to comply with contractual, statutory, or constitutional due process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

The Superintendent/Governing Board prohibits any form of retaliation against any

complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination, harassment, intimidation and bullying. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Superintendent/Governing Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation and bullying laws. (5 CCR §4622.)

#### **Complaints Concerning Local Control and Accountability Plan (LCAP) Non-Compliance**

A complaint that a county superintendent of schools, or charter school has not complied with the requirements of Article 4.5, Local Control Accountability Plans (Education Code 52060 through 52071), may be filed with a county superintendent of schools, or charter school pursuant to the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations and BP 1501 and AR 1501.

#### **References:**

cf. 0410 -Nondiscrimination in District Programs and Activities cf. 1312.1 -Complaints Concerning District Employees  
cf. 1312.2 Complaints Concerning Instructional Materials cf. 3553 –Free and Reduced Price Meals  
cf. 4031 -Complaints Concerning Discrimination in Employment cf. 5141.4-Child Abuse Prevention and Reporting  
cf. 5148 –Child Care and Development  
cf. 6159 Individualized Education Program cf. 6171 Title I Programs  
cf. 6174 -Education for English Language Learners cf. 6175 Migrant Education Program  
cf. 6178-Vocational Education cf. 6200–Adult Education

#### **Education Code:**

200-262.4 Prohibition of discrimination  
8200-8498 -Child care and development programs 8500-8538 -Adult Basic Education  
18100-18203 School Libraries

**Sausalito Marin City School District**

**Agenda Item:** 11.02

**Date:** July 8, 2014

☐ Correspondence

☐ Consent Agenda

☐ Reports

☐ General Functions

☐ Pupil Services

☐ Personnel Services

☐ Financial & Business Procedures

☐ Curriculum and Instruction

☒ Policy Development

**Item Requires Board Action:** ☐

**Item is for Information Only:** ☒

**Item:** Board Policy (BP) 1000 – Community Relations – Concepts and Roles

**Background:**

First read for the Board Policy concerning Community Relations

**Fiscal Impact:**

Undetermined

**Recommendation:**

First Read

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## BP 1000 Community Relations

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### **Concepts And Roles**

The Governing Board desires to represent the community and provide leadership in addressing community issues related to education. In order to identify community concerns and enlist support for the schools, the Board shall establish effective two-way communication systems between schools and the community.

Schools, parents/guardians, community members and local organizations must continually collaborate as partners. The Board and the Superintendent or designee shall work together with city and county agencies and organizations to promote and facilitate coordinated services for children, and shall seek to develop partnerships with local businesses.

The Board recognizes that schools are an important community resource and encourages community members to make appropriate use of school facilities. Community members are also encouraged to attend Board meetings, participate in school activities, and take an active interest in issues that affect the schools. The Board and Superintendent or designee shall keep community members well informed about school needs and accomplishments and shall ensure that they have opportunities to share in developing educational policies, programs and evaluation processes.

The Board recognizes that its ability to fulfill the community's expectations for a high-quality educational program depends on the level of support provided by the state and federal government as well as the community. The Board therefore shall study legislative processes and issues, establish ongoing relationships with state and local leaders and the media, adopt positions on key issues, set priorities for advocacy, and collaborate with other organizations and coalitions in legislative and legal advocacy efforts.

**Sausalito Marin City School District**

**Agenda Item:** 11.03

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input checked="" type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☐ **Item is for Information Only:** ☒

**Item:** Board Policy (BP) 1020 – Community Relations -Youth Services

**Background:**

First read for the Board Policy concerning Youth Services

**Fiscal Impact:**

Undetermined

**Recommendation:**

First Read

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant



## BP 1020 Community Relations

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### **Youth Services**

The Governing Board desires to help all school students achieve to their highest potential regardless of their social, health, or economic circumstances and recognizes that schools alone cannot meet all the complex needs of children. The school shall provide support services for children and families to the extent possible and shall work with other local governments, businesses, foundations, and community-based organizations, as appropriate, to improve the health, safety, and well-being of the community's youth.

The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of school and community resources.

The Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

The Superintendent and appropriate staff shall cooperate with public and private entities in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the school's responsibilities in any such collaborative project.

In order to identify priorities for youth services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, homelessness, placement in foster care, lack of access to child care, substance abuse, or violence. The needs assessment also should examine the extent to which those needs are being met through existing services in the school and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

In order to facilitate service delivery or determination of eligibility for services, the school may share information with other appropriate agencies with parent/guardian consent and in accordance with laws pertaining to confidentiality and privacy.

The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

The Board shall communicate with the community about the school's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.

**Sausalito Marin City School District**

**Agenda Item:** 11.04

**Date:** July 8, 2014

<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent Agenda
<input type="checkbox"/> Reports	
<input type="checkbox"/> General Functions	
<input type="checkbox"/> Pupil Services	
<input type="checkbox"/> Personnel Services	
<input type="checkbox"/> Financial & Business Procedures	
<input type="checkbox"/> Curriculum and Instruction	
<input checked="" type="checkbox"/> Policy Development	

**Item Requires Board Action:** ☐ **Item is for Information Only:** ☒

**Item:** Board Policy (BP) 1112 – Community Relations - Media Relations

**Background:**

First read for the Board Policy concerning Media Relations

**Fiscal Impact:**

Undetermined

**Recommendation:**

First Read

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## BP 1112 Community Relations

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### **Media Relations**

The Governing Board respects the public's right to information and recognizes that the media significantly influence the community's understanding of school programs. In order to develop and maintain positive media relations, the Board and the Superintendent desire to reasonably accommodate media requests for information and to provide accurate, reliable and timely information.

Media representatives are welcome at all Board meetings and shall receive meeting agendas upon request.

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

Staff may provide the media with student directory information, including, but not limited to, the name of a student, school of attendance, grade level, honors, and activities, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The school shall not release information that is private or confidential as required by law, Board policy or administrative regulation. No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.

### **Interviewing and Photographing Students**

The school shall not impose restraints on students' right to speak freely with media representatives at those times which do not disrupt students' educational program. However, interviews of students may not create substantial disorder or impinge on the rights of others. Therefore, in order to minimize possible disruption, media representatives who wish to interview students at school are strongly encouraged to make prior arrangements with the principal. At their discretion, parents/guardians may instruct their children not to communicate with media representatives.

In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should first make arrangements with the principal or designee.

When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission.

## **Media Communications Plan**

In order to help develop strong relations with the media, the Superintendent or designee shall develop a proactive media communications plan. This plan may include, but not be limited to, information related to school programs and needs, student awards, school accomplishments and events of special interest.

The plan shall specify the school's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the school include the Board president, Superintendent and public information officer. Other Board members and staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

## **Crisis Communications Plan**

During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need to provide timely and accurate information to parents/guardians and the community during a crisis. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and school work together effectively, the Superintendent or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis.

The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.

The Superintendent or designee shall include local law enforcement and media representatives in the crisis planning process.