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, October 14, 2014

4:30 p.m.
 4:31 p.m.
 6:00 p.m.
 Open Session – Bayside/Martin Luther King School Conference Room
 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
- 2. With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957: Personnel Public Employment
- 3. With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957.6:Negotiations, SMCTA, CSEA

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

Entire board packet on www.smcsd.org/School Board/Meeting Agendas and Minutes

- 4.02 CSEA Report
- 4.03 Director of Maintenance
- 4.04 Superintendent's Report
- 4.05 Willow Creek Academy

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 agendized. 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: *6.05, *6.06, *6.07, *6.08, *8.02, *9.04, *10.01
- 6.02 Tentative Agreement with the Sausalito District Teachers Association Action
- 6.03 Agreement with Skoollive to Provide informational Kiosks Action
- 6.04 Board Requests Update
- *6.05 Minutes of the September 9, 2014 Board Meeting
- *6.06 Memorandum of Understanding with Marin Head Start
- *6.07 Quarterly Report: Williams Uniform Complaints Act
- *6.08 Agreement with the Spaulding Wooden Boat Center
- 6.09 Bond Capacity and Financial Calendar for Potential Bond Election

7. PUPIL SERVICES

8. PERSONNEL

- 8.01 Resolution 710 Elimination of Certain Classified Positions and Layoff of Classified Employees Roll Call
- *8.02 Personnel Action Report

9. FINANCIAL & BUSINESS

- 9.01 CBEDS/Enrollment Report
- 9.02 Change Order No. 1 MLK Landscape Improvement Project Action
- 9.03 Change Order No. 3 MLK Civil Improvement Project Action
- *9.04 Payment of Warrants Batches 11-15

10. CURRICULUM AND INSTRUCTION

*10.01 Field Trips

11. POLICY DEVELOPMENT

- **11.01** Board Policy 1150 Community Relations–Commendations and Awards **Action**
- 11.02 Board Policy 1160 Community Relations Political Processes Action
- **11.03** Administrative Regulation 1321 Community Relations Solicitation of Funds from and by Students First Read

Entire board packet on www.smcsd.org/School Board/Meeting Agendas and Minutes

11.04 Board Policy 1325 - Community Relations - Advertising and Promotion - First Read

12. BOARD REQUESTS

13. FUTURE MEETING

The next Regular Meeting of the Board of Trustees will be on Tuesday, November 18, 2014, in the Bayside/Martin Luther King School Library

14. ADJOURNMENT

*Consent Agenda Items

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the District Office of the Sausalito Marin City School District, 200 Phillips Drive, Marin City, California, or at the scheduled meeting. Board agenda back-up materials may also be accessed online at 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: October 14, 2014
Correspondence Reports X General Functions Pupil Services Personnel Services Financial & Business Procedures Curriculum and Instruction Policy Development	Consent Agenda
Item Requires Board Action: X	Item is for Information Only:
Item: Tentative Agreement with the Sausa	alito District Teachers Association
Background:	
This agreement with the Teachers' union is understanding that the Marin County Office and confirm that they are compliant with A	~ ~
Fiscal Impact:	
Recommendation:	
Approve	
Prepared for: S. Van Zant Prepared by: S. Van Zant	

SAUSALITO UNION SCHOOL DISTRICT

Tentative Agreement 9-10-14

ARTICLE 1 AGREEMENT/TERM

- 1. No Change
- 2. No Change
- 3. This Agreement shall remain in full force and effect through June 30, 2016.
- 4. For the <u>2013-14</u>, <u>2014-15</u>, and <u>2015-16</u> school years the Agreement shall be closed unless benefits premiums increase for 2015-2016 by more than two percent (2%). In that event, the parties will re-open negotiations on Article 15, Benefits.

Article VII PAYMENT FOR NON-TEACHING AND EXTRA CURRICULAR DUTIES

- 1. No Change
- 2. Every unit member shall be paid at a rate of \$45.00 per hour for extra duties.
- 3. No Change
- 4. No Change

Article XIV (w/renumbered items) SALARIES

- 1. No Change; Original item 1. deleted and items all shifted up.
- 2. 1. No Change
- 3. 2. No Change
- 4. 3. No Change
- 5. 4.
 - a. The Certificated Salary Schedule for Teaching Staff shall be modified to reflect a two percent (2%) increase for 2014-15 and an additional two percent (2%) increase in 2015-2016. In addition, in the 2014-2015 school year for active unit members a non-precedent setting, one-time, lump sum, off-schedule payment of 2% (prior to any ongoing salary adjustments) of existing salary schedule, paid by December 2014. (Pending Board Ratification on October 14, 2014)
 - b. Under "stipends" on that schedule, the extra-duty hourly rate shall be \$45.00 per hour and coaching stipends shall be as follows:
 - i. Team Coach stipend of \$750 per team will be as follows
 - 1. Football 6-8
 - 2. Cross Country
 - 3. Girls Volleyball 6-8
 - ii. District Wide Track Coach/Coordinator \$1,500
 - iii. Basketball Boys 6-8 \$1,500
 - iv. Basketball Girls 6-8 \$1,500

- c. Student Council (2 positions) \$1,000 each
- d. Yearbook \$2,500
- e. Eco Top Chef \$2,000
- f. Robotics \$1,000
- g. Website and Facebook Administration \$6,000
- 6. Merit Pay: Section on Merit Pay Deleted

Article XV CERTIFICATED EMPLOYEES' BENEFITS

- 1. No Change
 - a. District to pay
 - i. Item 5: Deleted Health Net as a plan Choice
 - b. Delete
 - c. b. No change
- 2. No Change
 - a. No change
 - b. No amount of District contribution may be taken in cash in lieu
- 3. No Change
- 4. No Change

Sausalito Marin City School District

Agenda Item: 6.03	Date: October 14, 2014
Correspondence Reports X General Functions Pupil Services Personnel Services Financial & Business Procedures Curriculum and Instruction Policy Development	Consent Agenda
Item Requires Board Action: X	Item is for Information Only:
Item: Agreement with Skoollive to Provid	le informational Kiosks
this agreement with Skoollive, we will be a related information through the use of three school. As part of the agreement, however, well. In exchange, the school will receive a	
Fiscal Impact:	
Small positive impact	
Recommendation:	
Approve	
Prepared for: S. Van Zant Prepared by: S. Van Zant	



BENEFITS ANAYLSIS FOR PARTNERING WITH SKOOLLIVE

Sausalito Marin

Number of schools:

Total - 1

Number of Students:

150

<u>Infrastructure Investment Into the School District</u>

Number of kiosks:

3

SkoolAlert safety features: Shot detection system

Fire/ Earthquake/ Tornado emergency systems

Total Investment -

\$60,000 *

School Districts Revenue Opportunity

Projected annual revenue:

\$15,000 **

Projected 5 year revenue:

\$75,000

School District Revenue Savings

Going "Green"- save on paper and art supplies with digital signage

Projected annual savings:

\$2,000 ***

Projected 5 year savings:

\$10,000

Total Revenue Surplus Fund

5 Year Total:

\$145,000

- * based on \$20,000 investment per kiosk over 5 years
- ** based on \$500 monthly revenue per kiosk
- *** based on \$2,000 annual savings per school

SKOOLLIVE, LLC.

ADVERTISING AND PROMOTIONAL SERVICES AGREEMENT

This ADVERTISING AND PROMOTIONAL SERVICES AGREEMENT ("Agreement") is entered into this 25th day of April, 2014, by and between Skoollive, LLC, a California limited liability Skoollive ("Skoollive"), with its principal business offices located at 3540 Alta Vista Drive, Fallbrook CA 92028, and Sausalito Marin City School District ("School District"), with its principal offices located at a Sausalito, CA 94965, pursuant to the following terms and conditions.

A. RECITALS

- I. WHEREAS, School District maintains and operates schools for the purpose of educating students located within its jurisdiction, which schools from time to time, hosts certain athletic, musical and entertainment events for their students.
- II. WHEREAS, Skoollive provides media and marketing services to School Districts through its on campus digital interactive kiosk system and hosting of quality oncampus live events (music and sports) for the purpose of providing School Districts with the ability to inform their students of School District and school related content, activities and events, as well as the promotion of well-known and/or new brands of products to the students;
- III. WHEREAS, School District desires to utilize Skoollive's digital interactive kiosk system and software to promote and advertise certain school specific events and content to its students, as well as other non-School District/school specific events and content, and make available for purchase selected brands and products from merchants, including School District's school's own merchandise and apparel; and
- III. WHEREAS, as Skoollive desires to provide the marketing, advertising and entertainment services as provided above to School District, and as School District desires to retain Skoollive to perform the same marketing, advertising and entertainment services, the purpose of this Agreement is to set forth the respective rights, duties, obligations, and responsibilities of Skoollive and School District with respect to the performance of said services at and on behalf of School District.
- NOW, THEREFORE, in consideration of the promises and obligations set forth herein, Skoollive and School District agree as follows:

I. TERMS OF AGREEMENT

1. DIGITAL INTERACTIVE KIOSK SYSTEM

- Use of Kiosk System for Promotion and Advertising. At its own cost and expense, Skoollive shall utilize its "kiosk system" and software for the primary purpose of advertising and promoting Events (as defined below) and all other events to be held within School District, with content provided to Skoollive by School District and its schools, and Skoollive's own content, as well as content not related to School District specifically or its schools' events. The kiosk system shall consist of small, self-contained wall mounted structures which utilize a screen for the purpose of providing programmed information and interactive services to the students. School District shall cooperate with Skoollive in regards to (a) providing School District and schools related and specific content for use in advertising and promoting each Event, and (b) the placement of kiosks at various locations on campus at each of School District's schools. As a material part of this Agreement, Skoollive shall have the right to obtain third party sponsorship(s) for the hosting of the Events and the operation of the kiosk system, and as such, School District understands and acknowledges the content of the information and advertising displayed on the kiosks within the kiosk system may or may not reflect information or subject matter in direct association with Events or School District or its schools. However, in no event shall the content on the kiosk system include any sponsorships from the tobacco or alcohol beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as inappropriate, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District's students.
- 1.2. <u>Generally Marketing & Advertising.</u> In consideration for the revenues from advertising to be paid to School District, and in agreeing to plan and host Events as provided in Section 2 below, School District shall allow Skoollive to place its kiosk system at various mutually agreed upon locations around the campus of each of School District's schools for the purpose of promoting and advertising to the students the scheduled Events, as well as other content utilized by Skoollive for the promotion of certain brands and services. School District shall at all times control the content of the advertising and promotional materials utilized by Skoollive, and shall even be permitted to provide its own promotional and advertising materials for positing on the kiosk system, as well as other School District specific and non-specific content it desires to promote to students. In this regard, School District shall use its best efforts to work with Skoollive, Skoollive's advertisers, sponsors and partners, to promote Events to its students, beginning as soon as feasible after the Effective Date of this Agreement, using generally the same channels and methods, exercising the same diligence, and adhering to the same standards that it employs with respect to promoting other events and activities offered by School District

to its students. In doing so, School District authorizes Skoollive to advertise, market and promote past, present and future Skoollive events, whether at School District's schools' campuses or at another School District, on both the kiosk system and on Skoollive's webpage.

- 1.3. Ownership; Costs & Expenses; Updates. The kiosk system and its operating software are owned exclusively by Skoollive. Skoollive shall provide each of School District's schools with a kiosk system with no less than five (5) but no more than twelve (12) digital kiosks for the performance of its advertising and promotional services. with new content to be provided by Skoollive every four (4) weeks and to be modified by Skoollive as it deems necessary. Skoollive shall be responsible for payment of one hundred percent (100%) of all advertising and promotion production costs and fees, supply, ownership, installation and maintenance costs associated with the kiosk system, including but not limited to, the cost of production of all advertising and promotional content to be utilized by the kiosk system, as well as all other costs and expenses relating to the performance of its services pursuant to this Agreement. If School District requires its own staff and employees install the kiosk system, it shall do so at its own cost and expense. Thereafter, School District and its schools shall be responsible for providing School District and school specific content to Skoollive to be posted on the kiosk system no less than two (2) times per month
- 1.4. <u>Placement of Kiosks.</u> School District shall provide Skoollive with access to high traffic locations around the campus of each of School District's schools to display the kiosk system to advertise and promote awareness of Events to students and for other general promotional and advertising purposes. With School District's assistance, Skoollive shall predetermine the locations on each of School District's campuses where School District shall utilize the kiosk system, with Skoollive reserving the right to have the final decision in the determination of said locations. After the locations have been selected, Skoollive shall be responsible for the installation of each kiosk, unless the School District requires its own staff and employees install the kiosks.
- 1.5. <u>Identification of Content</u>. School District agrees and acknowledges that the kiosk system content may or may not reflect Skoollive's name, trademark, word mark, logo, insignia, or other identifying word or symbol. School District also agrees that identifying information shall not be required in placing the kiosks on each School District's campus.
- 1.6. <u>Content on Kiosk System.</u> Skoollive shall provide School District with information about the content, images, and brands displayed on Skoollive's kiosk system prior to scheduled Event dates. Skoollive shall use reasonable efforts to provide School District with detailed information about the Event, details which shall include the name of artist, the artist's lyrics and type of music or content of performance, and the names of

the products or brands to be promoted before, during, and after scheduled Events. For its part, School District agrees and acknowledges that the content displayed on the kiosk system may or may not present a direct correlation to scheduled Event and its subject matter or content. Skoollive shall use its best efforts to provide School District for its review with the copies of its intended content within six (6) weeks prior to the date of any Event. School District shall approve the content to be displayed on the kiosk system, unless the content includes any sponsorships from the tobacco or alcohol beverage industries, nor shall Skoollive advertise, promote or display promotions or advertisements that may be perceived as inappropriate, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District grounds. Unless the content violates these guidelines, School District may not object to the content, advertiser or sponsor proposed by Skoollive. School District agrees to utilize the kiosk system and allow for the display of its content on each of School District's campuses according to Skoollive's directives and instructions.

- 1.7. <u>Content Representations and Warranties.</u> Skoollive shall furnish and make available to School District all readily available information on content to be displayed on the kiosk system to assist School District in its promotion and marketing of Events and other non-events. Skoollive represents and warrants to School District that the content to be displayed on the kiosk system (a) will not infringe or misappropriate any intellectual property (including, without limitation, trademarks and copyrights), confidentiality, publicity or privacy rights of any third party in any jurisdiction, (b) is truthful and not defamatory, deceptive or misleading, (c) does not contain any material or element that is unlawful, harmful, abusive, hateful, threatening, or obscene; and (d) does comply with all applicable laws, including those regarding unfair competition, anti-discrimination or false advertising. Skoollive further represents and warrants to School District that Skoollive has all necessary right, power and authority to perform the acts required of it hereunder, and the performance by Skoollive of its obligations and duties hereunder does not and will not violate any agreement by which Skoollive is bound.
- 1.8. <u>Advertising/Promotion Disclaimer</u>. With respect to the content displayed on the kiosk system, Skoollive's advertisers and sponsors are responsible for ensuring that the content and material submitted for inclusion on the kiosk system is accurate and complies with applicable laws. Skoollive is not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS IN THE CONTENT DISPLAYED ON THE KIOSK SYSTEM AND/OR ADVERTISING MATERIALS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY SKOOLLIVE, AND IT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Skoollive allows access to or advertise certain third-party product or service providers ("third party providers") from which School District and its students may purchase certain goods or services, whether School District specific or not. School District understands and acknowledges that Skoollive does not operate or control the products or services offered by the third party providers. The third party providers are responsible for all aspects of order processing, fulfillment, billing and customer service. Skoollive is not a party to the transactions entered into between the students and the third party providers.

In regards to the purchase of products advertised on Skoollive's kiosk system, School District agrees that use of or purchase from such third party providers is AT THE STUDENTS' SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY SKOOLLIVE, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. SKOOLLIVE IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN STUDENTS AND THIRD PARTY PROVIDERS OR FOR ANY INFORMATION APPEARING ON THE WEBSITES OF THE THIRD PARTYT PROVIDERS OR ANY OTHER WEBSITE LINKED TO SKOOLIVE'S KIOSK SYSTEM.

All rules, legal documents (including privacy policies) and operating procedures of the third party providers will apply to School District and its students while utilizing the kiosk system. Skoollive is not responsible for information provided by to School District's students by any third party provider. Skoollive's relationship to the third party providers is solely to provide advertising and marketing services as independent contractors, and neither party has authority to make any representations or commitments on behalf of the other.

1.9 Revenue from Display of Kiosk System Content. School District acknowledges and understands Skoollive is paid advertising fees from various sponsors, advertisers, product manufacturers and others for the promotion and hosting of content on the kiosk system. In consideration for allowing the placement and operation of the kiosk system on its campuses, School District shall receive from Skoollive a portion of the net revenue ("ad revenue fee") generated from Skoollive's performance of advertising and promotional services for third parties whose content is displayed on the kiosk system at School District's campuses. For purposes of this Agreement, "net revenue" shall mean the profit earned by Skoollive from the fees paid to it from the performance of its advertising and promotional services after all costs of the performance of said services, both generally and specifically, have been paid, including cost of production and kiosk ownership maintenance, overhead, taxes, and similar expenses. The net revenue calculation shall not include fees paid to Skoollive for advertising and promotional services paid by

third parties whose content is not displayed on the kiosk system at School District's campuses.

1.9.1 <u>Revenue Sharing Percentage</u>. From the advertising and promotional fees generated by Skoollive for the display of content on the kiosk system at School District's campuses specifically, Skoollive and School District shall share in the net revenue as follows:

Skoollive: 80 %

School District: 20 %

- 1.9.2. <u>Sponsorship Fees Not Included in Revenue Sharing.</u> The fees paid to Skoollive by Event sponsors and advertisers as further described in Sections 1.10, 1.11 and 2.12 below shall not be subject to or included in the ad revenue sharing as provided in this Section 1.9.
- 1.9.3 <u>Payment Terms</u>. The ad revenue fee shall be calculated and paid to School District every ninety (90) days, and shall be calculated from fees paid to Skoollive from advertisers and sponsors during the same ninety (90) day period. Ad revenue fees will be delivered to School District either personally, by mail, electronic transfer fund, money order, check, or any other method as mutually agreed. Skoollive shall make all ad revenue fees payable to School District unless otherwise specified by School District in writing. In the event Skoollive fails to pay the ad revenue fee within any ninety (90) day period, and School District has requested payment of the same from Skoollive, School District's exclusive remedy shall be the imposition of a late fee equal to ten percent (10%) of the ad revenue fee then owed and due.
- 1.9.4 <u>Summary in Support of Payment</u>. With each ad revenue payment, Skoollive shall submit to School District a statement providing a detailed explanation to School District of the manner in which the ad revenue fee was calculated, including the total advertising and promotional fees paid to Skoollive for content displayed on the kiosk system at School District's campuses and the general and specific expenses incurred by Skoollive for the advertising and promotional content displayed at School District's schools.
- 1.10. <u>ShopLive.</u> School District has been offered the opportunity to participate in Skoollive's interactive apparel, products, merchandise and consumer services shopping program ("ShopLife") as hosted on the kiosk system. Should School District decide to participate, School District has the right, but not the obligation, to list for sale to its students merchandise and apparel specific to School District and its schools.

- 1.10.1 <u>Disclaimer</u>. The disclaimer provided in Section 1.8 above shall apply, without exception, to all merchandise, products, apparel and services offered by third party providers to students, and purchased by students from the third party providers, through the ShopLive program as displayed on and hosted by the kiosk system.
- 1.10.2 <u>Advertising/Promotional Fee.</u> Should it elect to participate in the ShopLive program and offer its own merchandise and apparel to students for purchase, Skoollive shall be entitled to a fee from School District equal to $_2$ % of the net sales achieved by School District of said merchandise and apparel ("ShopLife fee").
- 1.10.3 <u>Payment Terms</u>. Skoollive shall be paid the ShopLife fee immediately upon the purchase by a student of School District's apparel and merchandise through the ShopLife program.
- 1.10.4 <u>Payment Dispute.</u> Skoollive shall track and record all purchases made by students of School District's apparel and merchandise from the ShopLife program. If Skoollive disputes School District's calculation of the ShopLife fee payment, Skoollive shall have ten (10) days from the date of receipt of the payment to dispute the amount. Any such dispute shall be made in writing to School District. If no dispute is communicated after ten (10) days, Skoollive waives the right to dispute the calculation of the ShopLife fee by School District for the ninety (90) day period applicable to the calculation and payment.
- 1.10.5 <u>Skoollive's Revenue from ShopLife.</u> School District acknowledges and understands Skoollive is paid sponsorship and participation fees from various sponsors, manufacturers and advertisers for the hosting of the ShopLife program on the kiosk system, as well as fees associated with the sales of good, products and services offered by the same. However, School District shall not be entitled to any share of the sponsorship and participation fees paid by to Skoollive relating to the ShopLife program. Further, School District shall not have the right to inquire, nor shall Skoollive be required to disclose, the sponsorship and participation fees paid to Skoollive in total or by a sponsor of or participant in the ShopLife program, whether such content that resulted in the payment of fees to Skoollive was displayed at School District or other locations.
- 1.11. Local Charities. School District has been offered the opportunity to utilize the kiosk system to conduct fundraising events and efforts for it and other local charities. Should School District decide to participate, School District may conduct

fundraising and process payment from students to said fundraising and charities through the interactive kiosks on School District's campus.

- 1.11.1 <u>Disclaimer</u>. The disclaimer provided in Section 1.8 above shall apply, without exception, to all fundraising and charitable efforts promoted and supported by School District and its students through Skoollive's kiosk system
- 1.11.2 <u>Advertising/Promotional Fee.</u> Should it elect to conduct fundraising and charity efforts and utilize the interactive kiosk payment software, and in consideration for the use of the interactive kiosks to process payments on behalf of School District, Skoollive shall be entitled to a fee from School District equal to _2_ % of the total funds raised by School District and its students. ("fundraising fee").
- 1.11.3 <u>Payment Terms</u>. The fundraising fee shall be paid to Skoollive upon the processing of every donation from the kiosk system by students.
- 1.11.4 <u>Payment Dispute.</u> Skoollive shall track and record all donations made by students to the designated fundraising event or charity processed through the kiosk system. School District may request from Skoollive all such records to ensure the fee paid to Skoollive from the transactions has been earned. If School District disputes Skoollive's calculation of the fees, School District shall have ten (10) days from the date of receipt of the transaction records to dispute the amount. Any such dispute shall be made in writing to Skoollive. If no dispute is communicated after ten (10) days, School District waives the right to dispute the calculation of the fee by School District thereafter.
- 1.12. <u>SkoolAlert</u>. In addition to the advertising and promotional services to be provided under this Agreement, Skoollive shall provide to School District, at no additional cost, access to and use of the SkoolAlert program. The SkoolAlert program shall be implemented and used through the kiosk system on each of School District's campuses. School District shall work with Skoollive to determine the set up and operation of the SkoolAlert system on campus, including to whom the alerts will be communicated (School District's administration, police, fire, etc.) and other methods of function.
- 1.12.1 <u>No Implied/Express Warranties.</u> In regards to the use and operation of the SkoolAlert program on Skoollive's kiosk system, School District agrees and acknowledges, for itself and its students, that use of the program is AT SCHOOL DISTRICT'S SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY SKOOLLIVE, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF FITNESS FOR PURPOSE AND/OR MERCHANTABILITY OF THE SKOOLALERT PROGRAM. SKOOLLIVE IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY

DAMAGES ARISING FROM THE DESIGN, MANUFACTURE, SUPPLY, OPERATION AND USE OF THE SKOOLALERT PROGRAM ON SKOOLIVE'S KIOSK SYSTEM, OR ITS ALLEGED FAILURE TO PERFORM AS INTENDED.

1.12.2 <u>Indemnification</u>. In consideration for Skoollive providing the SkoolAlert program to School District under this Agreement without additional cost or expense to School District, School District shall indemnify, defend and hold Skoollive and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless from and against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), including, but not limited to any claim, loss, damage or injury to person or property of School District, its students, employees, agents, and/or contractors, invitees or any other third party, in any way arising from or related to the design, manufacture, supply, use and operation of the SkoolAlert program. In the event of any such claim, the duty to defend shall be triggered upon Skoollive's tender of written notice to School District of any claim within the scope of this Section, shall thereafter be deemed immediate and owing to Skoollive, shall not in any way be conditioned first upon a showing of negligence or fault on the part of Skoollive, and shall not be lessened or diminished by the existence or lack of insurance coverage and/or the participation of an insurance carrier in the defense.

2. EVENTS

- 2.1. <u>Events</u>. Subject to School District's approval and consent, Skoollive shall plan, schedule and promote (utilizing Skoollive's on campus advertising materials and kiosk system) certain music, sports and/or entertainment performances ("Event"), whether live, recorded or by other method, to be hosted on School District's various campus'.
- 2.2. <u>Mutual Agreement for Scheduling of Events</u>. Prior to the scheduling of any Event, Skoollive and School District shall mutually agree upon the date, time, and location (whether on-campus or another designated and approved location), and the content of the material to be used for the marketing, promotion and hosting of the Event.
- 2.3. <u>Number of Events</u>. During any School District Year (defined as the traditional academic year beginning in August and ending in May) Skoollive will promote and host up to six (6) on campus Events at each of School District's schools, unless an alternative venue is selected and agreed to between the parties. Skoollive shall pay to School District the Event Fee (as described in Section 3.2 below) for the hosting of each Event. At the commencement of each new School District Year, Skoollive shall contact School District to coordinate with School District to schedule Events for the School District Year.

- 2.4. Event Content. Skoollive shall propose to School District (a) the content for each Event, (b) the means and methods to be used to promote the Event, and (c) the identity of the sponsorship for the same. School District shall approve the Event and content of the promotion, unless the Event includes any sponsorship from the tobacco or alcohol beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as inappropriate, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District's campuses. Unless the content of the proposed Event or its sponsorship violate these guidelines, School District may not object to the content of the Event or the sponsorship, and will approve and host the Event as proposed by Skoollive.
- 2.5. Event Control. Once the Event and its sponsorship is approved by School District, Skoollive shall have exclusive control over the means and methods utilized by it in conducting each scheduled Event, including the advertisement and promotion of the Events through the use of advertising materials and the kiosk system. In doing so, Skoollive agrees to fully and promptly comply with all of School District's reasonable written and oral directions and limitations, in connection therewith. School District shall maintain exclusive control over all other traditional aspects of the hosting of events on campuses such as the Events to be provided under this Agreement, including security, student control and discipline, premises maintenance, parking, access and other means and methods traditionally utilized by School District for its conducting of on campus activities.
- 2.6. Event Promotion. Upon approval of the Events, Skoollive shall be responsible for the promotion and advertising of each Event to the students. School District agrees and acknowledges that Skoollive's sponsorship of the Events shall require the use of advertising materials (pre-printed posters and other printed promotional materials) and its kiosk system. Skoollive shall provide School District's schools with all advertising materials, at its own cost and expense, no later than five (5) weeks of the date of the Event. School District's schools shall use their best efforts to immediately remove any poster(s) or other advertising materials that have been damaged, defaced, torn, burned, or otherwise altered in any manner and immediately replace any damaged poster(s) or advertising materials or kiosks within one (1) business day of notice. Skoollive shall, at its own costs and expense, replace such damaged advertising materials, but in no event longer than one (1) week after receipt of said notice.
- 2.7. <u>Content of Promotional/Advertising Materials</u>. Skoollive shall provide School District samples, photos, recordings, or descriptions of promotional materials to be handed out to students and Event attendees for its approval prior to the Event and before publication to the students. School District shall have one (1) week from the date the materials are sent to object to the content and seek modifications to the advertising materials and kiosk system content. School District shall approve the proposed content of the promotion, unless the content includes any sponsorship from the tobacco or alcohol

beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as inappropriate, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District's campuses. Unless the content violates these guidelines, School District may not object to the Event or the sponsorship, and will approve and host the Event as proposed by Skoollive.

2.8. School District's Own Advertising & Promotion.

- 2.9. Event Costs. In addition to the cost of promotion and advertising of the Events, Skoollive shall also be responsible for all other costs associated with the hosting of the Events, including, but not limited to, all booking agency fees, union dues, publicity costs, promotion or exploitation costs, traveling expenses, wardrobe expenses and all other expenses, fees, and costs associated with the furtherance of Events and the promotion and advertising thereof. Skoollive agrees to supply all equipment, tools, materials, and supplies necessary to host the Events and perform its services to the extent School District has no such equipment, tools, materials, and supplies available for use in hosting the Events.
- 2.10. <u>Fall Tour Dates</u>. Notwithstanding the foregoing, and following the completion of the first applicable School District Year, School District and Skoollive shall mutually agree upon available dates for Subsequent Events for the months of September, October, November, and December ("<u>Fall Tour Dates</u>") for the next School District Year not later than May 31st of the previous School District Year.
- 2.11. <u>Cancellation Policy</u>. The parties mutually agree to the following cancellation policy as described in this Section.
 - 2.11.1. Cancellation of Event by School District. School District agrees and acknowledges that cancelling an Event or performance causes Skoollive significant harm and irreparable damage. As such, School District may only cancel an Event prior to the date scheduled that is two (2) weeks (i.e., fourteen calendar days) in advance of the date of the Event. In doing so, School District may request Skoollive reschedule the cancelled Event. However, School District is prohibited from cancelling an Event within two (2) weeks of its scheduled occurrence. In the event School District elects to cancel within the two (2) week time period before the Event, School District waives all rights to: (a) payment of the applicable Event Fee, (b) the re-scheduling of the Event, and (c) shall pay a cancellation fee ("Cancellation Fee") equal to Ten No/100ths Dollars (\$10.00) to Skoollive within ninety (90) days of notice of cancellation as compensation for the costs and expenses incurred by Skoollive prior to cancellation, and (d) shall continue displaying promotional materials for the cancelled Event and for Subsequent Events

despite the cancellation of the Event. Further, in order to mitigate the harm and damage to Skoollive caused by any cancellation by School District, Skoollive shall be permitted to notify other School Districts affected by School District's cancellation and shall have the right to cancel any or all Events scheduled the same week of the cancelled Event, if any.

- 2.11.2. <u>Cancellation of Event by Skoollive</u>. Skoollive reserves the right to cancel any Event for any reason up to fourteen (14) calendar days in advance of the date of the Event, without penalty.
- 2.13 <u>Sponsorship Revenue.</u> School District acknowledges and understands Skoollive is paid sponsorship fees from various sponsors and advertisers for the promotion and hosting of the Events. Skoollive uses these fees to offset the cost of promotion and production of the Events. Unlike the advertisement revenue, School District shall not be entitled to any share of the sponsorship fees paid by the Event sponsors or advertisers to Skoollive. Further, School District shall not have the right to inquire, nor shall Skoollive be required to disclose, the sponsorship fees paid to Skoollive in total or by a sponsor or advertiser for each Event, or all of the Events, hosted and promoted by Skoollive, whether at School District or other locations.

3. EXCLUSIVITY

- 3.1. Skoollive as Exclusive Provider. Skoollive shall be School District's sole and exclusive provider of the kiosk system and hosting of Events (excluding other regular and normal School District events such as School District dances, theatre and drama productions and sporting events) in accordance with the terms of this Agreement. Other than as stated herein and during the term of this Agreement, School District agrees to seek the advertising and marketing services of the kind described herein from Skoollive solely and exclusively, and School District agrees not to engage or contract with any other provider (whether an individual or business entity) to render, perform or provide similar services to the services described herein. Further, on its own and for itself or on behalf any other School District, School District will not perform similar services as described herein without Skoollive's prior express written consent, which shall not be unreasonably withheld. School District understands and agrees that it is School District's responsibility to prevent other Event provider(s), promoter(s) and advertiser(s) from providing similar services on School District's school campuses or on its behalf or to its benefit during the term of this Agreement.
- 3.2. <u>Skoollive as Exclusive Promoter, Media Manager</u>. In accordance with the terms of this Agreement, School District grants to Skoollive the exclusive right to act as

promoter for School District's regularly occurring events (non-Events) and to manage all of School District's media placements for all of School Districts' extracurricular activities and events, including, but not limited to, sporting events, non-school affiliated musical concerts and non-school affiliated performances. In conjunction with the performance of these services, and in consideration for the performance of the same, Skoollive shall have the exclusive right to promote, advertise, market, license, and broadcast all such events and Events through all media channels, including, but not limited to, through the use of the advertising materials and kiosk system, the Event sponsors and their affiliates, contributors and agreed upon third party vendors or advertisers, both on School District's campuses and on the internet, during the term of this Agreement. However, this Agreement does not and shall not be construed to create a partnership or a joint venture between Skoollive and School District as to the performance of such services.

- 3.3. Skoollive's Right to Photograph/Videotape/Record Events and Use of Same. As further consideration for the performance of the services as described in Sections 3.1 & 3.2 above, School District grants to Skoollive the exclusive right to photograph, record, film, tape, or embody in any form and for any purpose all of School District's Events and non-events, without School District's prior written consent. Skoollive and/or its licensees or assigns shall have the exclusive right to re-broadcast, use, and license any of the aforementioned rights to any and all School District's school events, regardless of whether said event is hosted by Skoollive or not under this Agreement. Skoollive or its licensees or assigns shall have the exclusive right to exhibit, transmit, distribute, and display the recordings to members of the public in or through any medium or technology, digital or analogue, now existing or later developed. Skoollive shall also have the exclusive right to use such recorded elements for marketing, website promotion, and other uses related to Skoollive's business. For its part, School District shall be responsible for warning all Event attendees of the possibility that he or she may be photographed or recorded during their attendance.
- 3.4. <u>School District's Duties to Uphold Exclusivity</u>. In regards to Sections 3.1 & 3.2 above, School District shall cooperate with Skoollive and shall work diligently to enforce Skoollive's exclusivity rights. Skoollive shall be informed by School District of all competing entertainment or special events, promotional, marketing and advertisement opportunities ("Competing Offers") offered to School District during the term of this Agreement.
 - 3.4.1. <u>Competing Services or Offers</u>. Competing Offers shall include, but shall not be limited to, kiosk systems, radio events and radio advertisements, local television broadcasts, sporting event broadcasting, promotions or events, social networking events and marketers, public relations specialists, symposium conference or county fair marketers, advertisement agencies, entertainment agencies, marketing agencies, or any other individual or company seeking to place

brand-sponsored events or advertisement or offer their promotional services to or on School District's campuses.

- 3.4.2. <u>Competing Advertising Materials</u>. In the event either School District or Skoollive determines Advertising Materials and kiosk system content are in direct conflict with this Agreement, School District shall immediately take steps in efforts to remove any and all competing marketing/promotional materials from School District's campuses which compete or conflict with the advertising materials and kiosk system content no later than twenty-four (24) hours upon Skoollive's instructions to remove or upon the School District's notice of posted competing materials. As its exclusive provider, School District expressly authorizes Skoollive to directly contact any competing event or advertisement service providers and demand that said provider cease and desist from providing further materials to School District or posting of the same on campuses.
- 3.5. Irreparable Harm. School District acknowledges and agrees Skoollive's right to represent School District as School District's sole and exclusive Event service provider and media manager, as defined herein, and School District's obligation to use Skoollive exclusively in such capacity is unique, irreplaceable, and as such, constitute valuable and extraordinary rights in favor of Skoollive for which Skoollive has paid valuable consideration to School District. As such, the parties agree that any breach or threatened breach by School District shall be deemed material and shall cause Skoollive immediate and irreparable damages which cannot be adequately compensated for by a money judgment. Accordingly, School District agrees that, in addition to the liquidated damages provision contained herein, Skoollive shall be entitled to seek all other forms of injunctive relief and all other remedies under the law which may be available to Skoollive as against School District. In such an event, the parties agree Skoollive shall not be obligated to secure any bond or other security in connection with Skoollive's application for injunctive relief as School District may be otherwise entitled to demand be posted.
- 3.6 <u>Liquidated Damages.</u> SCHOOL DISTRICT AGREES THAT ANY VIOLATION OF SECTIONS 3.1 3.3 SHALL CONSTITUTE AND BE TREATED AS A MATERIAL BREACH OF THIS AGREEMENT, SUBJECT TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES. FURTHER, THE PARTIES UNDERSTAND AND AGREE THAT IT IS DIFFICULT TO ASCERTAIN THE MEASURE OF DAMAGES IN THE EVENT OF SUCH A BREACH BECAUSE, AMONG OTHER REASONS, (a) THE DAMAGES TO WHICH SKOOLLIVE WILL BE ENTITLED, AMONG OTHER DAMAGES, WILL BE BASED ON A LOSS OF COMPETITIVE POSITION IN THE INDUSTRY WHICH THE PARTIES AGREE IS DIFFICULT TO QUANTIFY; AND (b) IT IS DIFFICULT TO PREDICT THE VALUE OF THE CONFIDENTIAL INFORMATION AT ISSUE. FOR THE FOREGOING REASONS, IF SCHOOL DISTRICT BREACHES SECTION 3 OR ANY OF THOSE SUBSECTIONS,

SCHOOL DISTRICT AGREES TO PAY SKOOLLIVE, ON DEMAND, LIQUIDATED DAMAGES IN THE TOTAL SUM OF TWO THOUSAND (\$2,000.00) FOR EACH OCCURRENCE. THE PARTIES AGREE THAT THIS SUM CONSTITUTES A REASONABLE ESTIMATE OF SKOOLLIVE'S DAMAGES FOR BREACH OF THOSE SECTIONS OR ANY OF THEIR SUBSECTIONS UNDER CALIFORNIA CIVIL CODE SECTION 1671. THIS PROVISION FOR LIQUIDATED DAMAGES SHALL NOT PRECLUDE SKOOLLIVE FROM ELECTING TO PURSUE ANY OTHER LEGAL AND EQUITABLE REMEDIES, INCLUDING SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF, WHICH MAY BE AVAILABLE TO SKOOLLIVE. IN THE EVENT OF A BREACH OF SECTIONS 3.1 - 3.3, OR ANY OF ITS SUBSECTIONS, ALL OTHER PROVISIONS OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THIS PROVISION IS SEPARATELY INITIALED BY EACH PARTY SHOWING HIS/HER AGREEMENT TO IT.

District's	Initials:	
	District's	District's Initials:

4. INSURANCE REQUIREMENTS.

- 4.1. <u>General Liability Insurance</u>. At all times during the term of this Agreement, Skoollive agrees to carry comprehensive general liability insurance (including coverage to protect against any and all injury to person or property) with limits in the aggregate amount of at least One Million Dollars (\$1,000,000.00) providing coverage for Skoollive's activities and services to be provided under this Agreement. School District shall not require Skoollive to seek any additional coverage and/or other umbrella insurance policy. Proof of insurance may be made available to School District upon School District's request.
- 4.2. <u>Property Damage</u>. Skoollive agrees the coverage to be provided in Section 4.1 shall include coverage for property damage claims resulting from any Event, the use of advertising materials or the kiosk system resulting from the negligence of Skoollive, its staff and employees, subject to the standard forms of exclusion found in such policies. However, in no event shall Skoollive be responsible for property damage caused by School District's students and/or staff, or other Event attendees.
- 4.3 <u>Advertising Injury.</u> In addition to the insurance coverages identified in Sections 4.1 and 4.2, Skoollive agrees to have in effect at all times during the term of this Agreement standard coverage available at the time of this Agreement for injuries and damages which may result from Skoollive's advertising and promotional activities, including the production and posting of advertising materials, the use of its software and the kiosk system content.

5. INDEMNIFICATION.

- School District's Acts/Omissions. School District shall indemnify, defend and hold Skoollive and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless from and against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), including, but not limited to any claim, loss, damage or injury to person or property of School District, its students, employees, agents, and/or contractors, invitees or any other third party, in any way arising from or related to (a) the failure or falsity of any representation or warranty of School District contained in this Agreement, or (b) the failure by School District to observe or perform any other covenant or agreement to be observed or performed under this Agreement, or (c) the supplying of information to Skoollive for display on the kiosk system that (i) infringes or misappropriates any intellectual property (including, without limitation, trademarks and copyrights), confidentiality, publicity or privacy rights of any third party in any jurisdiction, (ii) is not truthful and is defamatory, deceptive or misleading, (iii) contains any material or element that is unlawful, harmful, abusive, hateful, threatening, or obscene; and (iv) does not comply with all applicable laws, including those regarding unfair competition, anti-discrimination or false advertising, untrue, false or in violation of the law, or (d) arising out of or in any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct, whether on the part of School District or its students, staff, agents, employees, independent contractors, sponsors or other persons acting on School District's behalf. The duty to defend shall be triggered upon Skoollive's tender of written notice to School District of any claim within the scope of this Section, shall thereafter be deemed immediate and owing to Skoollive, shall not in any way be conditioned first upon a showing of negligence or fault on the part of Skoollive, and shall not be lessened or diminished by the existence or lack of insurance coverage and/or the participation of an insurance carrier in the defense.
- 5.2. <u>Skoollive's Acts/Omissions.</u> Skoollive shall indemnify, defend and hold School District and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), including, but not limited to any claim, loss, damage or injury to person or property of School District, its students, employees, agents, and/or contractors, invitees or any other third party, in solely arising from or related to (a) the failure or falsity of any representation or warranty of Skoollive contained in this Agreement, or (b) the sole

failure by Skoollive to observe or perform any other covenant or agreement to be observed or performed under this Agreement, or (c) arising solely out of the performance of Skoollive's services under this Agreement.

School	District's	Initials:	
School	DISTRICT S	Initials:	

6. TERM, RENEWAL AND TERMINATION.

- 6.1. <u>Term</u>. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue for a period of thirty-six (36) months from the Effective Date, unless modified, extended, terminated, or amended in accordance with the terms of this Agreement.
- 6.2. <u>Automatic Renewal</u>. Unless otherwise agreed, validly terminated, suspended, or cancelled, the terms of this Agreement shall be renewed at the end of the Term specified above for a another successive thirty-six (36) month period unless either party gives written notice of an intention not to renew the Agreement no earlier than one hundred eighty (180) calendar days before expiration of the Term, but in no event later than one hundred fifty (150) calendar days before expiration of the Term.
- 6.3. <u>Immediate Right to Terminate With Cause</u>. Either party shall have the right to immediately terminate this Agreement by giving written notice to the other party in the event one party has materially breached this Agreement by failing to cure said breach within ten (10) days following receipt of notice of the alleged breach.
- 6.4 <u>Effective Date of Agreement.</u> The Effective Date of this Agreement shall be the date in which the Agreement is first signed and dated on behalf of School District.

7. GENERAL REPRESENTATIONS AND WARRANTIES

- 7.1. Representations and Warranties of Skoollive. Skoollive represents and warrants that (a) it is a limited liability company in good standing with all applicable local, state and federal agencies, (b) the person executing this Agreement on behalf of Skoollive is authorized by its members to bind Skoollive to the terms and conditions contained herein, (c) all marketing and advertising services performed under this Agreement shall be performed consistent with the best practices within the industry, and (d) the marketing, promotional and advertising services provided hereunder shall comply with all applicable laws and regulations.
- 7.2. <u>Representations and Warranties of School District</u>. School District represents and warrants that (a) School District is a public/private educational institution, operating schools subject to control by School District's Board. School District identifies

as having express and actual authority by to carryout School District's administration, business, services, School District related events, and extracurricular activities as contemplated by this Agreement, (b) the person executing this Agreement of behalf of School District is authorized to bind the School District to the terms and conditions contained herein, and (c) School District's use of the promotional and advertising services provided hereunder do not and will not operate in any manner violate any applicable law, regulation or other agreement entered into by or governing School District.

7.3. Ratification of Agreement by School District Board/District. Skoollive understands, acknowledges and agrees this Agreement shall not be binding on the parties, unless and until School District obtains approval and ratification of the Agreement from School District's Board, if so required. If so required, after execution by the parties, School District shall thirty (30) days from the Effective Date in which to obtain approval or ratification by School District's Board. If School District's Board does not approve/ratify this Agreement, it shall be deemed null, void and unenforceable. If after the thirty (30) day period School District has not applied for or sought approval or ratification from School District's Board, this Agreement shall be deemed binding on the parties as of the Effective Date.

8. GENERAL TERMS AND CONDITIONS

- 8.1. Force Majeure. The occurrence of any unforeseen act or event that prevents a party from performing its obligations under this Agreement, is beyond the reasonable control or and not the fault of said party, and said party has been unable to avoid or overcome the prevention by its exercise of due diligence, is considered to be a "Force Majeure Event" such that the party is excused from further performing its obligations. Under this Agreement, "Force Majeure Event" includes, but is not limited to the following events or occurrences: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow, or similar labor difficulty, each on an industry-wide, region-wide or nationwide basis. Should a Force Majeure Event occur, and a party cannot perform its obligations, the non-performing party shall not be liable for any loss or delay resulting from any Force Majeure Event, and any payment or delivery date shall be extended to the extent of any such delay resulting from the Force Majeure Event.
- 8.2. <u>Binding on Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other

than the parties, their successors and assigns, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

8.3. Relationship of Parties. This Agreement shall not create an employer-employee relationship, a partnership, joint venture or other agency relationship between the parties. Skoollive and School District are independent entities contracting for the marketing and promotional services specified under this Agreement. All personnel used by Skoollive to perform the services required under this Agreement shall be deemed the employees, agents or independent contractors of Skoollive only. Skoollive shall be solely responsible for compliance with all tax, insurance and labor laws applicable to the fees paid to Skoollive under this Agreement. Neither party shall have the right, power or authority to create any contract or obligation, or make any commitments, express or implied, on behalf of, in the name of or binding upon the other party.

8.4. Assignment.

- 8.4.1. <u>Assignment by School District</u>. This Agreement is personal to School District and School District shall not voluntarily or by operation of law assign, delegate, transfer, or substitute this Agreement without the prior written consent of Skoollive. A violation of this provision is a material breach of the Agreement and permits Skoollive to terminate this Agreement effective immediately upon notice to School District.
- 8.4.2. <u>Assignment by Skoollive</u>. Skoollive shall have the right to transfer or assign all or any portion of its interest in the Agreement. School District agrees in the event of a transfer or assignment by Skoollive, School District shall remain obligated to perform all School District's obligations and duties under the Agreement, schedules, amendments, modifications, and supplements to thereto. Skoollive shall not be required to obtain School District's consent to the assignment or transfer of rights, but will provide School District with notice of the intent to assign or transfer its rights at least thirty (30) days before said transfer or assignment takes effect. After the effective date of transfer or assignment, School District agrees to look solely to such assignee or transferee for the performance of Skoollive's obligations and duties hereunder until the end of the term of the Agreement. School District agrees in the event of a transfer or assignment by Skoollive, School District shall remain obligated to perform all School District's obligations and duties under the Agreement, schedules, amendments, modifications, and supplements to this Agreement. The event of a

transfer or assignment shall not automatically extend the term of the Agreement for a term longer than agreed to between the parties hereinabove.

8.5. Communication Protocols; Notices.

8.5.1. Communication Protocols. The Parties agree that they will designate in writing a single person who is authorized to represent each party in discussions or communications with the other party with respect to any and all matters that arise in connection with this Agreement. The persons so designated are referred to herein as the "Party Representatives." Each Party Representative may designate in writing one or more persons to act in his or her place. The parties agree that the Party Representatives will promote open communications in an effort to avoid miscommunication and disputes between the parties. The initial Party Representative each party shall be as follows:

Skoollive:	
School District:	

8.5.2. Notices. All notices, requests, demands, claims, consents and other communications which are required or otherwise delivered hereunder shall be in writing and shall be deemed to have been dully given if (i) personally delivered; (ii) sent by nationally recognized overnight courier; (iii) mailed by registered or certified mail with postage prepaid, return receipt requested; (iv) upon confirmed transmittal if by facsimile; or (v) the E-mail is reported received by the return receipt requested, or an equivalent Email response received (or at such other address for a party as shall be specified by like notice):

If to Skoollive:

Skoollive LLC 3540 Alta Vista Drive Fallbrook, CA 92028 Tel: (310) 387-9733

E-mail: signup@skoollive.com

With a courtesy copy, which shall not constitute service of process, to:

Wingert, Grebing, Brubaker & Juskie, LLP. Attn: Andrew A. Servais, Esq. 600 W. Broadway, Suite 1200 San Diego, CA 92101

Tel: (619) 232-8151

Fax: (619) 232-4665

E-mail: aservais@wingertlaw.com

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[Name]
[Street Address]
[City, State, Zip]
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[Facsimile Number]
[E-mail]

- 8.6. Waiver. The parties may not amend or waive any provision of this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for that purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes an election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 8.7. <u>Severability</u>. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable. If any essential provision is held invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill, as closely as possible, the original intents and purposes of this Agreement.
- 8.8. <u>Governing Law/Venue</u>. This Agreement, including, but not limited to, its validity, interpretation, construction, performance and enforcement, shall be construed in

accordance with and governed by the laws of the State of California (without giving effect to its conflicts of law principles). Any party bringing a legal action or proceeding against the other arising out of or relating to this Agreement, or the transactions it contemplates, shall bring the legal action or proceeding in federal or state courts located in San Diego County, California. Each party consents to the exclusive jurisdiction of said courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement, or the transactions it contemplates. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtain in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the venue agreed upon herein, and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

- 8.9. Merger/Integration. This Agreement contains the entire agreement between the parties and represent the complete and exclusive expression of the parties' agreement on the matters between the parties. All prior and contemporaneous negotiations and agreement between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.
- 8.10. Execution/Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. At such times as each of the parties has a facsimile or email copy of this Agreement, and/or counterparts thereof, containing the signatures of all of the parties, this Agreement shall be treated as having been fully executed and delivered for all purposes.
- 8.11. Attorneys' Fees. Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to

attorneys' fees and costs incurred in connection with post judgment collection and enforcement efforts.

- 8.12. Contest Entry. School District understands and agrees the execution of this Agreement permits Skoollive to enter and qualify School District's schools and its students into all current, ongoing, and future contests, sweepstakes, challenges, or activities of the like for additional prizes, giveaways, promotional distributions, for some or no cash value. A copy of the official rules and contest information is available upon request.
- 8.13 <u>Copyright/Trademarks</u>. Skoollive's kiosk system, its supporting software and programs, ShopLife and SkoolAlert, and their supporting software programs, including but not limited to text, graphics or code (collectively as "Skoollive property") are copyrighted under the laws of the United States and other copyright laws, and is the property of Skoollive. Other than for the performance of services and obligations under this Agreement, any other use, including but not limited to the reproduction, distribution, display or transmission of the Skoollive property is strictly prohibited, unless first authorized by Skoollive. Similarly, all trademarks, service marks and trade names of Skoollive, ShopLife and SkoolAlert used in the content of the kiosk system and advertising materials are the property of Skoollive, and may not be used by School District for any purpose unless first so authorized by Skoollive.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.

SKOOLLIVE:	SCHOOL DISTRICT:		
Skoollive, LLC. a California limited liability company]		
Ву:	Ву:		
Name:	Name:		
Title:	Title:		
Date:	Date:		

CKOOLLTVE.

SAUSALITO MARIN CITY SCHOOL DISTRICT BOARD MEETING MINUTES September 9, 2014

ATTENDANCE

Board Members Present: William Ziegler, Caroline Van Alst, Thomas Newmeyer, Shirley Thornton Ed. D.

Joshua Barrow

Superintendent: Steve Van Zant

The meeting was called to order at 4:30 p.m.

CLOSED SESSION

The Board and Superintendent convened closed session at 4:31 p.m.

RECONVENE TO OPEN SESSION

Open session reconvened 6:04 p.m.

REPORT OUT OF CLOSED SESSION

Trustee Ziegler announced that no action was taken in closed session.

PLEDGE OF ALLEGIANCE

Trustee Barrow led the Pledge of Allegiance.

AGENDA ORDER

Item 8.01, New CSEA Approved Positions was taken off the consent agenda. The remainder of the agenda was approved.

BOARD COMMUNICATIONS

Trustee Thornton said that September 2nd was a wonderful Back to School Night. Many organizations donated school supplies, and students went away with lots of paper and pencils to start the new school year. In honor of the nationwide Million Man March event, many fathers walked to school with their children on the first day of school. Bayside MLK students have cleaned up the Orchard Trail on Cole Avenue. If you visit, there is a kiosk that explains the history of the area, she said.

Trustee Newmeyer said that he participated in the work day at Willow Creek Academy. He commended Alan Rothkop for his team's hard work on the campus.

Trustee Ziegler reported that he received a call from Marin Clean Energy regarding a review of the district's utilities expenses.

Trustee Barrow said that he paid a visit to Rocky Graham Park in Marin City. The revitalized park is set to open next year.

Trustee Van Alst said that she will have her first meeting as treasurer of the Marin County School Board Association tomorrow.

MAINTENANCE REPORT

Alan Rothkop, the director of maintenance and operations, said that the last of the bike racks will be installed tomorrow. The black bark at Bayside Martin Luther King Jr. Academy has also been installed. He has been informed that the City of Sausalito may take on the responsibility of removing some of the trees on Lincoln Drive because they are a danger to the sewer system.

He reported that a new security system for Willow Creek Academy will be set up next week.

SUPERINTENDENT'S REPORT

Superintendent Van Zant said that this year, we have 517 students in the district. This increase in numbers is a testament to the good job that teachers are doing with the students at both schools. The campuses look very good, despite the fact that they were in full use all summer and there was not much time to clean, he said.

This year, the primary focus for our students will be reading. Teachers will be trained in the best practices on the subject in a SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) training session that will take place next week. The Superintendent's mother is offering her services gratis to the district and running this workshop. Online Spanish will start next week and will be offered four days a week.

SUMMER SCHOOL REPORT

Alec Lee, executive director of the Aim High program, said that this was their fifth year at Bayside MLK. It has been an honor to work with the students and the community here, he told the board. The focus of Aim High is middle school students and since the beginning of the program, retention has been a challenge in Marin City. Aim High is a five- week program that emphasizes academic enrichment and youth development. In the morning, students concentrate on science, math and the humanities. Restorative justice is a big part of the program. Students do hands on interdisciplinary projects and afternoons are devoted to activities, sports and creating a college-oriented culture. This year, students visited San Francisco State and UC Berkeley and went on many other field trips.

We have some challenges here, Mr. Lee said. Reaching enrollment goals has been difficult. This summer we had 76 enrolled but on a typical day there were about 55 students. So attendance has been an issue for us and we have not yet found the magic solution.

Denni Brusseau, director of Bridge the Gap, said this year was a great opportunity to have her program right on campus during the summer. She introduced Hope Feldman, the lead teacher for Bridge the Gap, who gave a PowerPoint presentation on the programs Little Readers and Mathletes. She said: we had over 100 volunteers work with our students over the summer. We served about 45 students from K to 3rd grade. We focused on practice in literacy and math skills to maintain skills that students acquire during the school year. We planned library field trips. The kids seemed to have a great time and we gained lots of community support by being here. Next year, we hope to reach out to more parents to have their children attend our program.

Betty Hodges, director of the Hannah Project, said that she is very grateful to the district for allowing her organization to use its facilities for the fourth year. The Hannah Project is an affiliate of the Children's Defense

Fund, which has 150 sites around the country. The Fund was started after the 1964 Mississippi Freedom Summer to champion reading and better education throughout the country. She continued: Here at the Hannah Project, we have had great success in helping all our students retain their reading level over the summer. In 2013, the average reading gain was two years, a remarkable result. This year we tried to expand on this work with a play called Mississippi Summer. We have been able to improve our students' behavior, building on the work that the school has done. Our program includes arts and crafts, dancing, outdoor games and science. This summer, we had many community partners, such as residents of Sausalito Marin City who read with kids who were targeted as having problems. We had a guest chef come and cook for us. Someone from Marin Theater Company presented a play. We had a World Culture Day: groups from Oaxaca, Mexico came and performed traditional songs, demonstrating the link between African culture and native Mexican culture. We feel that we enriched kids' lives; they read an average of 12 books over the summer in addition to their other activities. We are hoping to extend our reach beyond the elementary grades and develop a relationship with the middle school over the coming school year.

Superintendent Van Zant said that next year, we will work on getting an earlier start and enroll more of our children in these programs so that our students can attend these wonderful summer academic programs in greater numbers. Trustee Thornton said that if parents are better informed about retention policies, they may have more of an incentive to enroll their children and avoid the possibility of retention.

PRINCIPAL'S REPORT

Principal Jonnette Newton said that a school uniform policy is in effect at Bayside MLK and students are expected to follow it. She said: We have encountered some initial difficulties regarding attendance. Students are getting used to the fact that this year, breakfast is outside of class time and by 8:15AM everyone should be in the classroom. But tardiness is decreasing - today we had fewer than 20 students late as opposed to last week, when we had almost 170 tardy slips for the school. We have informed parents that breakfast is at 7:45AM this year, but we have to reinforce the message with phone calls and house visits.

Total enrollment at Bayside MLK is at 162 students, up from 145 last year. There are 30 students in the Kindergarten class. September 17 is our Back to School Night. Please join us and see how teachers are planning to run their classrooms and talk about their grading and retention policies.

WILLOW CREEK ACADEMY REPORT

Head of School Royce Conner said that we have had our strongest opening so far - an enrollment of 354 as of today. Of these, 75% are in-district students. In Kindergarten between 90 and 100% of children will be in-district. We have hired Carlos Gonzales as a student support specialist for grades K through 5. This is to reinforce our commitment to restorative justice and to move away from punitive responses to student behavior and towards a more community-based, reparative response. We hope to see positive changes in discipline data.

The district IT specialist Mark Tong has been fantastic; we now have broadband! We have an almost 1 to 2 ratio of students to computers, and we have the infrastructure to have those computers work. Our annual Fall Welcome Day will be on September 27 from 11:30 AM, all are welcome.

ORAL COMMUNICATIONS

Paloma Collier, the garden manager, said that she would like to inspire everyone to come to the garden and volunteer when they can. It takes a lot of work to plant and grow all the food that our cafeteria program needs. We are planting more beds of vegetables, so we would very much appreciate your help.

CSEA APPROVED POSITIONS

Superintendent Van Zant said that since Willow Creek Academy will be responsible for its own custodial services, the district has reconsidered its own program. We have a new van and we need a driver, so we have created a custodian/driver position. He asked the board to approve this new CSEA approved position.

Thornton/Van Alst/All to approve the new CSEA approved positions.

RESOLUTION 709 - Agreement with Wulff, Hansen & Co.

Mark Pressman of Wulff, Hansen & Co said that this agreement to consult with the district on bond matters reflects changes in conflict of interest issues that have been instituted by Congress. He added that there may be a general obligation bond issue in 2016 and he commended the board for getting an early start and preparing for the election.

Roll Call Newmeyer/Van Alst/All to approve Resolution 709, Agreement with Wulff, Hansen & Co.

RESOLUTION 707 - Public Hearing on Sufficiency of Instructional Materials

Superintendent Van Zant said that we have sufficient materials, and we are always in the process of getting new instructional materials for our students.

Roll Call Van Alst/Newmeyer/All to approve Resolution 707, Sufficiency of Instructional Materials

FINANCIAL & BUSINESS

RESOLUTION 708 - Adoption of the 2014-2015 "GANN" Limit

Paula Rigney, the district chief business official, said that this is a calculation for the State, showing that our expenditures do not exceed last year's.

Roll Call Newmeyer/Van Alst/All to approve Resolution 708, Adoption of the 2014-2015 "GANN" Limit

2013-2014 District Unaudited Actuals

Paula Rigney gave a PowerPoint presentation of the district's budget. This is the first step in closing the books for the 2013-2014 fiscal year. Our ending fund balance is \$1.6 million or 20% above the previous year's balance.

Newmeyer/Van Alst/All to approve the 2013-2014 District Unaudited Actuals

2013-2014 Willow Creek Academy Unaudited Actuals

Head of School Royce Conner said Willow Creek Academy ended the year in the black, with a surplus of around \$130K.

Newmeyer/Van Alst/All to accept the 2013-2014 Willow Creek Academy Unaudited Actuals

CONSENT AGENDA

Roll Call /Thornton/Van Alst/All to approve the following consent agenda item:

Minutes of the August 12, 2014 Board Meeting

Memorandum of Understanding - Bridge the Gap

Memorandum of Understanding - Boys and Girls Club

Master Contract - Cypress School

Personnel Action Report

Instructional Minutes and Bell Schedule for the 2014-2015 School Year

Payment of Warrants - Batches 11-15

POLICY DEVELOPMENT

Thornton/Van Alst/All to approve the following Board Policies:

Board Policy and Administrative Regulation 1113 – School Websites
Board Policy and Administrative Regulation 1114 – School sponsored Social Media

The following policies were brought to the Board for a first read:

Board Policy 1150 – Community Relations—Commendations and Awards Board Policy 1160 – Community Relations – Political Processes

BOARD REQUESTS

Trustee Thornton asked for an overview of the status of the ball field. Trustee Newmeyer asked for information on transfers from Willow Creek Academy to Bayside MLK.

ADJOURNMENT

Thornton/Van Alst / All to adjourn the meeting at 8:10 p.m.

Signature/Date	 	
Title		

Marin Head Start and Bayside School Pre K to 3rd Grade Initiative 2014-2015 Memorandum of Understanding

Attn: Steve VanZant, Supt. Contract year: August 2014-June 2015
School: Bayside Elementary School Summary of Services: Hiring for Parent Liaison

Address: Marin Head Start Total Payable to MHS \$ 12,540

359 Bel Marin Keys #1 Novato, CA 94949

This Memorandum of Understanding is confirmed between Bayside Elementary School and Marin Head Start for the purpose of hiring a Parent Liaison as part of the Pre-K to 3rd Grade Initiative.

The school agrees to provide:

- Provide a job description with identified scope of work and job qualifications
- Use of appropriate workspace in school site for the Pre-k to Grade 3 Parent Liaison
- Access to internet and phone line at the school site
- Meeting time with teachers and administrative staff as needed
- Supervision by Marin Head Start, under direction of school site Principal.

Marin Head Start agrees to provide:

- Advertise and hire a qualified Parent Liaison
- Pay the Parent Liaison at the agreed upon hourly rate twice a month on the 15th and 30/31.
- Meet with the PESSA or school team as needed for staff support or training needs.

Principal or designee, PESSA Facilitator and Head Start Director will meet regularly at agreed upon time and/or as necessary to ensure the progress and quality of services provided.

This Memorandum of Understanding is in effect for the school year 2014-2015. Changes to the agreement may be made with the agreement of both parties.

Steve VanZant or designee	Date	Jan Yarish, Director	Date
Superintendent, SMCSD		Marin Head Start	

Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: Sausalito Marin City	
Person completing this form: Steve Van Za	ZantTitle: Superintendent
Quarterly Report Submission Date:	July 2014 ✓ October 2014 January 2015 April 2015
Date for information to be reported publicly	ly at governing board meeting
Please check the box that applies:	
No complaints were filed wit indicated above.	th any school in the district during the quarter
· · · · · · · · · · · · · · · · · · ·	schools in the district during the quarter indicated ummarizes the nature and resolution of these
General Subject Total # of Area Complaints	T Kosolvad I i i i i i i i i i i i i i i i i i i
Textbooks and Instructional Materials	
Teacher Vacancy or Misassignment	
Facilities Conditions	
CAHSEE Intensive Instruction and Services	
TOTALS	
Steve Van Zant	
Print Name of District Superintendent	10/14/2014
Signature of District Superintendent	



SAUSALITO MARIN CITY SCHOOL DISTRICT

Superintendent: Board of Trustees: Steve Van Zant

Joshua Barrow, Thomas Newmeyer, Shirley Thornton, Ed.D.,

Caroline Van Alst and William J. Ziegler (President)

1895 - 2015

AGREEMENT/MOU FOR CAREER TECHNICAL SERVICES

This Agreement ("Agreement") made and entered into this 14th day of October 2014, by and between Sausalito Marin City School District, a political subdivision of the State of California ("District") and the Spaulding Wooden Boat Center ("SWBC"), a California nonprofit public benefit corporation and qualified consultant in the area(s) of youth woodworking and boatbuilding programs ("Consultant").

WHEREAS, the District is authorized by Government Code section 53060 and certain provisions of the Education Code including section 35160 to contract with an independent contractor for specialized services; and

WHEREAS, Consultant represents that Consultant is specially trained, experienced, and competent to provide the special services described hereinafter; and

NOW THEREFORE, in consideration of the covenants, conditions and promises hereafter set forth to be kept and performed by the respective parties, it is agreed by and between the District and the Consultant as follows:

Recitals: All of the above recitals are true and correct.

1. Scope of Services: The Contractor agrees to complete the following services:

Consultant will provide on its premises, Foot of Gate Five Road, Sausalito, California, fourteen two-hour woodworking and boatbuilding classes for up to 15 science students from the Sausalito Marin City School District, such classes to be conducted on Friday afternoons beginning on September 5, 2014, through the end of the calendar year. The consulting fee is \$3,232.30 and includes labor for instructor Bryce LeFort @ \$60/hour (two hours of class time and one hour preparation time, for each class) and materials, all as invoiced on September 4, 2014.

- 2. <u>Contract Documents</u>: The contract documents consist of the Agreement for Consulting Services and the following General Provisions.
- 3. <u>Compensation</u>: As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Paragraph 1, above. District acknowledges that invoicing for the full contract period has been provided and has been accepted Payment of the aforesaid sum shall be made in the following manner: Consultant shall invoice the District for services rendered. Invoice must include the consultant name, dates of service, and number of sessions delivered. The District will issue payment within 30 days of receipt.

200 Phillips Drive, Marin City, CA 94965 ~ Phone (415) 332-3190 ~ Fax (415) 332-9643 www.smcsd.org

4. <u>Terms of Agreement</u>: The term of this Contract shall be from September 1 through December 31, 2014, inclusive, subject to provisions of Section 11 of the General Provisions.

<u>Note</u>: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

- 5. <u>Consultant's Warranty</u>: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of consultants work by District shall not operate as a waiver or release. Consultant represents that Consultant and all agents and employees of Consultant are properly licensed by the State of California to perform all of the services which Consultant has agreed to render pursuant to this Agreement, if such license is required for Consultant's services.
- 6. <u>Status of Consultant</u>: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant is independently responsible for the payment of all applicable taxes.
- 7. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
- 8. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. Such authorization must be in writing. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper written authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall entitled to no compensation whatsoever for the performance of such work.
- 9. <u>Nondiscrimination</u>: Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

- 10. <u>Indemnification</u>: (a) Consultant 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 Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the 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 Consultant or its agents under worker's compensation acts, disability benefit acts, or other employee benefit acts. (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.
- Insurance: Contractor shall obtain and maintain, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions, or negligence of Contractor and/or its employees, agents, subcontractors, and representatives while performing services under this Agreement. Such insurance coverage shall be no less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury. This insurance shall name the District as an additional insured. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days' notice to the District.
- 12. <u>Method and Place of Giving Notice, Submitting Bills and Making Payments</u>: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

Consultant:

District:

Sausalito Marin City School District 200 Phillips Drive Sausalito, CA 94965 (415) 332-3190

(415) 332-9643 Fax

Attention: Accounts Payable

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

13. Termination:

- (a) Either party may terminate this Agreement at any time by giving 10 days written notice. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to the date of termination.
- (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the

amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

- 14. Security: By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provisions of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.
 - (a) District Determination of Fingerprinting Requirement Application.

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

- __ are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.
- X are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.
- (b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints to the District in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.
- (c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site; (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's

- employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 15. <u>Due Performance</u>: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
- 16. <u>Taxes</u>: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
- 17. <u>Dispute Resolution</u>: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
- 18. <u>Choice of Law and Venue</u>: This Agreement shall be governed by California law, and venue shall be in the County of Marin, California, and no other place.
- 19. <u>Merger</u>: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 20. <u>Assignment/Delegation</u>: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 21. <u>No Third-Party Beneficiaries</u>: There are no intended third-party beneficiaries to this Agreement.
- 22. <u>No Waiver of Breach</u>: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 23. <u>Force Majeure</u>: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

- 24. <u>Severability</u>: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
- 25. <u>Headings</u>: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
- 26. <u>Execution in Counterparts</u>: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 27. <u>Authorization</u>: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

CONSULTANT:		
SPAULDING WOODEN BOAT CENTER		
By THOMAS O. MILLER, President Foot of Gate Five Road Sausalito, CA 94965 EIN: 75-3079357		
Signature	Date	
DISTRICT:		
By_		
Superintendent	Date	
Business Manager	Date	*********
Budget Code: Transforming Schools Gran	at_	
Amount: Not to exceed \$3,232.30		

Sausalito Marin City School District

Agenda Item: 6.09	Date: October 14, 2014
Correspondence Reports X General Functions Pupil Services Personnel Services Financial & Business Procedur Curriculum and Instruction Policy Development	Consent Agenda
Item: Bond Capacity and Financial C	Calendar for Potential Bond Election
Background:	
Attached is a spreadsheet detailing fut and potential available bond capacity.	ture bond payments, COP payments, debt capacity
Financial schedules for each election i	in 2016 are also included.
_	visor, Mark Pressman, to explore the potential of in order to save money for our tax payers.
Fiscal Impact:	
Recommendation:	
Information only	
Prepared for: S. Van Zant Prepared by: S. Van Zant	

iusalito School District ojected Debt Capacity* RELIMINARY

2014-15 District Assessed Value (3): 3,332,903,977

		Election of 2004 Series 2005 GO Bonds	Election of 2004 Series 2006A CIBs	Election of 2004 Series 2006A CABs	Election of 2004 Series 2006B CIBs	Election of 2004 Series 2006B CABs	Class Const. Project 2013 COP	Total Prior Cumulative Indebtedness (2)	AV Escalated at 2%	Debt Capacity at 1.25%	Available Bond Capacity
							11/01/2018: 2%	, .			
ote	Bond Year	10/6/14	8/1/16	8/1/16	8/1/16	8/1/16	11/01/2019: 1% 11/01/2020: 0%				
(1)	2014	-	-	_	~	_	95,000.00	16.874,923.70	3,332,903,977	41,661,300	24,786,376.01
(-,	2015	260,000.00	105,000.00	-	60,000.00	-	95,000.00	16,354,923.70	3,399,562,057	42,494,526	26,139,602.01
	2016	270,000.00	110,000.00	_	75,000.00	_	95,000.00	15,804,923.70	3,467,553,298	43,344,416	27,539,492.52
	2017	280,000.00	115,000.00	_	95,000.00	-	95,000.00	15,219,923.70	3,536,904,364	44,211,305	28,991,380.85
	2018	295,000.00	115,000.00	_	120,000.00	-	95,000.00	14,594,923.70	3,607,642,451	45,095,531	30,500,606.94
	2019	305,000.00	120,000.00	-	145,000.00	-	95,000.00	13,929,923.70	3,679,795,300	45,997,441	32,067,517.55
	2020	315,000.00	125,000.00	_	170,000.00	-	100,000.00	13,219,923.70	3,753,391,206	46,917,390	33,697,466.37
	2021	330,000.00	130,000.00	_	195,000.00	_	100,000.00	12,464,923.70	3,828,459,030	47,855,738	35,390,814.18
	2022	345,000.00	135,000.00	-	220,000.00	-	100,000.00	11,664,923.70	3,905,028,211	48,812,853	37,147,928.93
	2023	360,000.00		39,779.60	250,000.00	_	105,000.00	10,910,144.10	3,983,128,775	49,789,110	38,878,965.59
	2024	375,000.00	-	36,926.40	285,000.00	-	105,000.00	10,108,217.70	4,062,791,350	50,784,892	40,676,674.18
	2025	395,000.00	-	34,276.20	310,000.00		110,000.00	9,258,941.50	4,144,047,177	51,800,590	42,541,648.22
	2026	415,000.00	-	31,816.40	345,000.00	-	110,000.00	8,357,125.10	4,226,928,121	52,836,602	44,479,476.41
	2027	430,000.00	-	29,534.40	385,000.00	-	115,000.00 🖁	7,397,590.70	4,311,466,683	53,893,334	46,495,742.84
	2028	455,000.00	-	27,414.80	415,000.00	-	120,000.00	6,380,175.90	4,397,696,017	54,971,200	48,591,024.31
	2029	475,000.00	-	25,447.80	-	130,676.00	120,000.00	5,629,052.10	4,485,649,937	56,070,624	50,441,572.12
	2030	495,000.00	-	23,622.20	-	130,545.60	125,000.00	4,854,884.30	4,575,362,936	57,192,037	52,337,152.40
	2031	-	-	21,926.80	-	262,701.00	130,000.00	4,440,256.50	4,666,870,195	58,335,877	53,895,620.93
	2032	-	-	20,353.20	-	254,865.05	135,000.00	4,030,038.25	4,760,207,599	59,502,595	55,472,556.73
	2033	-	-	18,893.00	-	247,127.20	140,000.00	3,624,018.05	4,855,411,751	60,692,647	57,068,628.83
	2034	-	-	-	_	270,106.85	145,000.00	3,208,911.20	4,952,519,986	61,906,500	58,697,588.62
	2035	-	•	-	-	260,971.20	150,000.00	2,797,940.00	5,051,570,385	63,144,630	60,346,689.82
	2036	-	-	-	-	253,007.70	155,000.00	2,389,932.30	5,152,601,793	64,407,522	62,017,590.11
	2037	-	-	-	-	244,234.95	160,000.00	1,985,697.35	5,255,653,829	65,695,673	63,709,975.51
	2038	-	-	-	-	236,572.05	165,000.00	1,584,125.30	5,360,766,906	67,009,586	65,425,461.02
	2039	-	-	-	-	228,187.20	170,000.00	1,185,938.10	5,467,982,244	68,349,778	67,163,839.95
	2040	-	-	-	-	220,822.00	175,000.00	790,116.10	5,577,341,889	69,716,774	68,926,657.51
	2041	-	-	-	-	213,599.10	180,000.00	396,517.00	5,688,888,726	71,111,109	70,714,592.08
	2042	-	-	-	-	206,517.00	190,000.00	**	5,802,666,501	72,533,331	72,533,331.26
	Total	5,800,000.00	955,000.00	309,990.80	3,070,000.00	3,159,932.90	3,675,000.00				

otes

Actual Numbers Per Auditor's Valuation Report

) Remaining Cumulative Amount At The End Of The Bond Year

Does not include Lease Obligations

Actual from County of Marin 2014-15

SAUSALITO MARIN CITY SCHOOL DISTRICT

Preliminary Financing Schedule

June 2016 Election - 2016-17 Tax Roll

Proposed by Wulff Hansen & Co., as of September 9, 2014

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<u>2016</u>	
Feb 23	Approve resolution authorizing bond election (can be sooner)
Mar 11	Last day to submit resolution to County (88 days before election)
June 7	Election day
June 9	Prepare updated analysis on bonding capacity
	Submit waiver application to State (If needed)
Aug 1	Submit debt service estimate to County for 2016-17 tax roll (If needed)
Aug 29	Waiver Received (Approx.)
Aug 30	Meet with Finance Committee; discuss schedule; authorize document preparation
Sept 8	1st draft of legal documents distributed
Sept 15	1st draft of POS distributed
Sept 20	Conference call to review documents (9:00 AM)
Sept 27	2 nd draft of legal documents and POS distributed
Sept 29	Documents transmitted to S&P
Oct 6	Conference call with S&P (11:00 AM)
Oct 13	Receive rating on Bonds
Oct 13	Documents transmitted to Board for action on Oct 18
Oct 18	Board meeting for document approval
Oct 19	Publish Notice of Intention
	Mail POS and Notice of Sale
	Set up online bidding documents
Nov 2	Bond Sale; bids received via internet
Nov 8	Finalize Official Statement
Nov 16	Pre-Closing Pre-Closing
Nov 17	Board meeting; report of sale results
2017	
Feb 1	First interest payment date on Bonds

SAUSALITO MARIN CITY SCHOOL DISTRICT

Preliminary Financing Schedule

November 2016 Election - 2016-17 Tax Roll

Proposed by Wulff Hansen & Co., as of September 9, 2014 2016

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Approve of Last day the Election de Prepare un Submit was	o submit ay pdated a	resolu nalysis	tion to (County ding c	y (88 d apaci	lays l				1)					
Waiver Re Meet with 1st draft of 1st draft of Conference 2nd draft of Document	Finance legal do POS diste call to f legal do ts transm	Commocumentribute review ocumentitted to	nittee; d nts distri ed docum nts and o S&P	ibuted ents (9 POS d):00 A	M)	autho	rize :	docı	ıme	nt p	repa	ırati	ion	
Conference call with S&P (11:00 AM) Receive rating on Bonds															
Document					tion o	n Ma	r 22								
	Board meeting for document approval Publish Notice of Intention														
Mail POS															
Set up onl Bond Sale		-													
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24 25 26 2016 Jul ___

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Feb 25

Mar 3

Mar 17

Mar 22

Mar 23

Apr 6

Apr 12

Apr 20

Apr 21

Aug 1

<u>2018</u> Feb 1



BEFORE THE BOARD OF TRUSTEES OF THE SAUSALITO MARIN CITY SCHOOL DISTRICT

MARIN COUNTY, CALIFORNIA

In the Matter of Eliminating Certain)	
Positions in the Classified Service) R	ESOLUTION NO. 710
and Directing the Layoff of Classified)	
Employees Occupying Said Positions	_)	
WHEREAS, the District currently maintains	s the follow	ving positions within the classified service:
Maintenance/Custodial V	Vorker,	
WHEREAS, this Board determines that due necessary for the District to reduce the prese further determines that the following position below:	ent level of	services provided by these positions and
• .88 FTE (35 hours per we	eek) of Ma	intenance/Custodial Worker
NOW, THEREFORE, BE IT RESOLVED thereby ordered by this Board effective Octosaid positions are given notice of layoff; and	ber 14, 20	•
BE IT FURTHER RESOLVED that the Sur required by law and to inform the employee rehire rights.		
This resolution was PASSED AND ADOPT of the Sausalito Marin City School District, October 2014, by the following vote:		
AYES:		
NOES:		
AMODITI.		
	William 2	Ziegler, President, Board of Trustees

Date

	ne Board of Trustees of this school district, do hereby
certify that the foregoing resolution wa	is regularly introduced, passed, and adopted by the Board
of Trustees at its meeting held on Octo	ber 14, 2014.
5	,
	Caroline Van Alst, Clerk, Board of Trustees
	Caronne van Aist, Clerk, Board of Trustees
	Date

Sausalito Marin City School District Personnel Action Report 2014/2015-4

Date of Board Meeting:

October 14, 2014

Reassigned Dario Martinez Custodial/Maintenance/ Driver/Grounds Reassigned Jeff McNaughton Custodial/Maintenance/ Driver/Grounds Custodial/Maintenance/ Driver/Grounds 1.0 FTE BS/MLK 1 Certificated	0/1/14
Reassigned Dario Martinez Custodial/Maintenance/ Driver/Grounds Reassigned Jeff McNaughton Custodial/Maintenance/ Driver/Grounds Custodial/Maintenance/ Driver/Grounds Custodial/Maintenance/ Driver/Grounds 1.0 FTE BS/MLK 1 Certificated	0/1/14
Reassigned Dario Martinez Custodial/Maintenance/ Driver/Grounds Reassigned Jeff McNaughton Custodial/Maintenance/ Driver/Grounds Custodial/Maintenance/ Driver/Grounds 1.0 FTE BS/MLK 1 Certificated	
Priver/Grounds 1.0 FTE BS/MLK 1 Driver/Grounds	0/15/14
	0/15/14
Hired Michael Brenchley Speech Pathologist 1.0 BS/MLK 1	
	0/20/14
Confidential	
Administrative	

Sausalito Marin City School District

Agenda Item: 9.01	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services X Financial & Business Procedures Curriculum and Instruction Policy Development	Consent Agenda
Item Requires Board Action:	Item is for Information Only: X
Item: CBEDS/Enrollment Report	
	esday in October each fiscal year. Our student his represents an increase of 10 students from last givalent (FTE) is currently 14.
reporting mechanism for the annual collect student enrollment, course enrollment, tead enrollment count of a district is known as and is included in the report that is submitted CALPADS each year. The data collected in	ement Data System (CALPADS) is the current tion of basic student and staff data that includes ching assignments, credentials and more. The official California Basic Educational Data System (CBEDS) ted to the State Department of Education as part of an early October is used to calculate revenue allocations orts related to student and staff demographics.
Accountability Report Card (SARC). Teac	ts and credentials is also required for the School hers for whom the board has approved waivers are Credentials that allow the district to declare them
Fiscal Impact:	
Recommendation: For Information Only	
Prepared for: Steve Van Zant Prepared by: P. Rigney	

Bayside Martin Luther King, Jr. Academy

10/1/2014

2014-2015 STUDENT COUNTS BY GRADE AND RACE/ETHNICITY (CB)	CBEDS) - 10/01/2014
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Page 1

Sch	School Name Grade	Total Enrolled	His	spanic		r Indian / an Native	,	Asian		c / African nerican		waiian / c Islander	,	White	١	Multiple	M	lissing
6	Bayside Martin Luther King, Jr. 0	31	9	29.03%	0	0.00%	1	3.23%	15	48.39%	0	0.00%	3	9.68%	2	6.45%	1	3.23%
	1	26	6	23.08%	0	0.00%	3	11.54%	16	61.54%	0	0.00%	1	3.85%	0	0.00%	0	0.00%
	2	11	2	18.18%	0	0.00%	3	27.27%	5	45.45%	0	0.00%	0	0.00%	1	9.09%	0	0.00%
	3	19	6	31.58%	0	0.00%	2	10.53%	9	47.37%	0	0.00%	2	10.53%	0	0.00%	0	0.00%
	4	14	4	28.57%	0	0.00%	1	7.14%	7	50.00%	0	0.00%	0	0.00%	2	14.29%	0	0.00%
	5	14	6	42.86%	0	0.00%	1	7.14%	7	50.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	6	16	4	25.00%	0	0.00%	4	25.00%	7	43.75%	0	0.00%	0	0.00%	1	6.25%	0	0.00%
	7	14	7	50.00%	0	0.00%	0	0.00%	6	42.86%	1	7.14%	0	0.00%	0	0.00%	0	0.00%
	8	14	5	35.71%	0	0.00%	0	0.00%	9	64.29%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	SCHOOL TOTALS	159	49	30.82%	0	0.00%	15	9.43%	81	50.94%	1	0.63%	6	3.77%	6	3.77%	1	0.63%
	TOTALS	159	49	30.82%	0	0.00%	15	9.43%	81	50.94%	1	0.63%	6	3.77%	6	3.77%	1	0.63%

Sausalito Marin City School District

Agenda Item: 9.02	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services X Financial & Business Procedures Curriculum and Instruction Policy Development	Consent Agenda
Item Requires Board Action: X	Item is for Information Only:
Item: Change Order No. 1 for the Mar	tin Luther Jr. Academy Landscape Improvement Project
Background:	
This change order has been reviewed by validity and reasonableness.	the District's administration, architect and construction manager for
See attached letter of recommendation f	from the District's construction management firm, Greystone West.
Fiscal Impact: There is \$15,200 remaining in the change individual project budget.	ge order contingency for the subject project. There is no impact to the
Recommendation: Approve	
Prepared for: Steve Van Zant Prepared by: P. Rigney	



July 1, 2014

Board of Trustees Sausalito Marin City School District 200 Phillips Drive Marin City, CA 94965

RE: Change Order #1 Justification: Marina Landscape – Martin Luther King Junior Academy Civil Improvements – Landscape Package – Sausalito Marin City School District.

Martin Luther King, Junior Academy Civil Improvements - DSA APP #: 01-113227

Item #1 – Deleted Panting and Irrigation at Two Tree Wells (COR 1)

This change is the result of a design revision and an owner request. In order to improve the flow of pedestrian traffic south of the entrance doors to the portables, two (2) of the six (6) tree wells in the area were deleted. The credit included for item no. 1 includes the labor and material credit provided for the deleted planting and irrigation in the 2 tree wells. (\$401)

In our capacity as the District's Construction Manager we have completed a review of Change Order #1.

The additional cost of Change Order #1 is: (\$401)

The total Change Orders to date is (\$401)

There is \$15,200 remaining in the Change Order Contingency.

Based upon the review of the merit and the compensation, it is our recommendation that you approve this change order. If you have any questions, please do not hesitate to call.

Sincerely, Greystone West Company

Jason Cave Project Manager

CHANGE ORDER

1247.02L - 0 - 1.8

CO

001

PROJECT:	MLK Jr. Academy Landscape Improvements	Change Order No.	ONE (001)
	200 Phillips Drive	Project No.	1247.02L
	Marin City, CA 94965	Initiation Date:	5/22/2014
		Contract For:	Landscape
CONTRACTOR		Contract Date:	07/08/2013
CONTRACTO	R: Marina Landscape, Inc.	DSA File No.	21-40
	5779 Preston Avenue	DSA App. No.	01-113227
	Livermore, CA 94551	OPSC App. No.	

You are directed to make the following changes in this contract: (Refer to Summary on following page)



The original Contract Sum was	\$	152,000
Net change by previous Change Order	\$	0
The Contract Sum prior to this Change Order was	S	152,000
The Contract Sum will be DECREASED by this Change Order in the amount of	(\$	401)
The new Contract Sum including this Change Order will be	\$	151,599
The Contract Time will be UNCHANGED by this Change Order in the amount of		0 Days
The Date of Completion as of the date of this Change Order:		

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Supplies, at all times, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all work under this Contract. The signing of the Change Order indicates that the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractor and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT / /	CONTRACTOR	OWNER
Quattrocchi Kyvok Architects	Marina Landscape, Inc.	Sausalito-Marin City School District
636 Fifth Street	5779 Preston Avenue	200 Phillips Drive
Santa Rosa, CA 95404 / 1/	Livermore, CA 94551	Marin City, CA 94965
ву:	By: H	Ву:
Date: 5/20/14	Date: 6/26/2014	Date:

PROJECT: MLK Jr. Academy Landscape Improvements

Change Order No. ONE (001)
Project No. 1247.02L
Contract For: Landscape Improvement
DSA App. No. 01-113227

SUMMARY:							Calendar Days Added to Contract				
No.	Reference:	Description:	C.O.R.#		Amount	DoC	M1	M2	M3		
			TOTALS:	(\$	401)	Ó	0	0	0		
1	Civil Contract RFP 003	Credit for two deleted tree wells, trees and shrubs outside Headstart and Preschool buildings.	001	(\$	401)	0	0	0	0		

END OF SUMMARY

CHANGE ORDER REQUEST REVIEW

Distribution to:

X OWNER

X ARCHITECT

X CONTRACTOR

X INSPECTOR

CM

1247.02L - 0 - .7 CORR 001

PROJECT:	CONTRACTOR:	C.O.R.R. No.	ONE (001)	
MLK Jr. Academy Landscape Improvements	Marina Landscape, Inc.	Date	10/31/2013	
200 Phillips Drive	5779 Preston Avenue	Arch. Project No.	1247.02L	
Marin City, CA 94965	Livermore, CA 94551	Contract For:	Landscape Improvement	
	Gonsalo Jaime	Contract Date	07/08/2013	
		DSA File No.	21-40	
OWNER:	INSPECTOR OF RECORD:	DSA App. No.	01-113227	
Sausalito-Marin City School District	Jeff Griffin	OPSC App. No.		
200 Phillips Drive	1835B State Highway 20	Pending Change		
Marin City, CA 94965	Colusa, CA 95932	Order No	CO 01	
Valerie Pitts	Jeff Griffin			
DESCRIPTION:				
Credit for two deleted tree wells, trees and shrub	s outside Headstart and Preschool buildings.	MODIFICATION To		
		CONTRACT SUM:	(\$401.00)	
		CONTINGENCY		
		DAYS:	0	
		MODIFICATION TO		
		MILESTONE:	#0 @ 0 Days	
		MODIFICATION To	1	
		CONTRACT TIME:	0	
		CONSULTING		
		ENGINEERING		
		REVIEW BY:	Carducci	
		Distribution by:		
		X EMAIL		
		FAX		
		MAIL		
		OVERNIGHT		
	•	HAND		
RECOMMENDATION:				

RECOMMENDATION.

We have reviewed the referenced Change Order Request and find that the pricing is reasonable and customary for the scope of work proposed, and that a modification to the Contract Sum and/or Contract Time as shown above, is appropriate. This Change Order Request will be processed as a Change Order to the Contract and recommended to the Board of Trustees for their approval.

 ARCHITECT:
 OWNER:

 Quattrocchi Kwok Architects
 Sausalito-Marin City School District

 636 5th Street
 200 Phillips Drive

 Santa Rosa, CA 95404
 Marin City, CA 94965

 By: Holly Powdrell
 By: Sausalito-Marin City School District

 Date: 10/31/2013
 Date: 10/31/2013

Sausalito Marin City School District

Agenda Item: 9.03	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services X Financial & Business Procedures Curriculum and Instruction Policy Development	Consent Agenda
Item Requires Board Action: X	Item is for Information Only:
Item: Change Order No. 3 for the Martin	Luther Jr. Academy Civil Improvement Project
validity and reasonableness.	e District's administration, architect and construction manager for
	n the District's construction management firm, Greystone West.
Fiscal Impact: There is \$65,977 remaining in the change of individual project budget. This is the final of	order contingency for the subject project. There is no impact to the change order for the project.
Recommendation: Approve	
Prepared for: Steve Van Zant Prepared by: P. Rigney	



August 5, 2014

Board of Trustees Sausalito Marin City School District 200 Phillips Drive Marin City, CA 94965

RE: Change Order #3 Justification: Michael Paul Company – Martin Luther King Junior Academy Civil Improvements – Sausalito Marin City School District.

Martin Luther King, Junior Academy Civil Improvements – DSA APP #: 01-113227

Item #1 - Delete Contract Work at Location of Annex Building

This change is the result of a District request. The bid documents included demolition, grading, paving and striping for the new parking lot at the location of the existing annex building, pending the District receiving state funding to demolish the existing building. At the time this project was completed, the District had yet to receive this funding and elected not to move forward with this portion of the work at this time. The credit provided for item no. 1 includes the amounts included in the contractor's bid for the scope of work at the new parking area in the location of the Annex Building. (\$37,143)

In our capacity as the District's Construction Manager we have completed a review of Change Order #3.

The cost credit of Change Order #3 is: (\$37,143)

The total Change Orders to date is \$16,271, which equates to 1.98 % of the contract value.

There is \$ 65,977 remaining in the Change Order Contingency. To date, Michael Paul Company has completed 100% of the contract work. This is the final change order for the project.

Based upon the review of the merit and the compensation, it is our recommendation that you approve this change order. If you have any questions, please do not hesitate to call.

Sincerely, Greystone West Company

Jason Cave Project Manager

CHANGE ORDER

1247.02C - 0 - 1.8

CO

003

PROJECT:	MLK Jr. Academy Civil Improvements	Change Order No.	THREE (003)
	200 Phillips Drive	Project No.	1247.02C
	Marin City, CA 94965	Initiation Date:	7/14/2014
		Contract For:	Civil Improvements
		Contract Date:	07/08/2013
CONTRACTO	R: Michael Paul Company	DSA File No.	21-40
	1200 Casa Grande Road	DSA App. No.	01-113227
	Petaluma, CA 94954	OPSC App. No.	

You are directed to make the following changes in this contract: (Refer to Summary on following page)



The original Contract Sum was	\$	822,480
Net change by previous Change Order	\$	53,414
The Contract Sum prior to this Change Order was	\$	875,894
The Contract Sum will be DECREASED by this Change Order in the amount of	(\$	37,143)
The new Contract Sum including this Change Order will be	\$	838,751
The Contract Time will be UNCHANGED by this Change Order in the amount of		0 Days
The Date of Completion as of the date of this Change Order:		08/23/2013

Not valid until signed by both the Owner and the Architect.

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Supplies, at all times, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all work under this Contract. The signing of the Change Order indicates that the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractor and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT /	CONTRACTOR	OWNER
Quattrocchi Kwok Architects	Michael Paul Company	Sausalito-Marin City School District
636 Fifth Street	1200 Casa Grande Road	200 Phillips Drive
Santa Rosa, ¢A/95404	Petaluma, CA 94954	Marin City, CA 94965
By: (ayll)	By: Waln Paul	Ву:
1		
Date: 7/14/14	Date: 17/18/14	Date:

PROJECT: MLK Jr. Academy Civil Improvements

 Change Order No.
 THREE (003)

 Project No.
 1247.02C

 Contract For:
 Civil Improvements

 DSA App. No.
 01-113227

SUI	MMARY:							ar Da Con	
No.	Reference:	Description:	C.O.R.#		Amount	DoC	M1	M2	МЗ
			TOTALS:	(\$	37,143)	0	0	0	0
1		The District has elected not to move forward with the demolition of the annex building and construction of the parking lot until the funding for the annex has been received from the State. Deductive change order to remove demolition, final grade, paving and striping from MPC contract to close out project.		(\$	37,143) ·	0	0	0	0

END OF SUMMARY

Sausalito Marin City School District

Payment of Warrants

10/14	•	201	4

Attached warrants include:

Batch 11 Fund 01 in the amount of \$359,909.86

Batch 12 Fund 01 in the amount of \$18,257.79

Batch 12 Fund 13 in the amount of \$2,633.98

Batch 13 Fund 01 in the amount of \$50,226.31

Batch 13 Fund 13 in the amount of \$1,723.23

Batch 13 Fund 40 in the amount of \$146,224.99

Batch 14 Fund 01 in the amount of \$33,702.10

Batch 14 Fund 13 in the amount of \$2,224.09

Batch 14 Fund 78 in the amount of \$34,244.00

Batch 15 Fund 01 in the amount of \$287,157.65

Batch 15 Fund 13 in the amount of \$1,321.73

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



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	9/10/14
District Name <u>sausalito mar</u>	IN CITY		District No. 47
The Governing Board o	f the District named hereon		es and directs payment
FUND NUMBER	BATCH NUMBER		· AMOUNT
01	<u> </u>		359,909.86
	-		

-			

	Authorized Signature	Laula	Rigner

Marin County Office of Education Business Form No. 14 of 102
BUILDING THE FUTURE . . . ONE STUDENT AT A TIME

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/12/2014 09/11/14 PAGE

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0011 GENERAL FUND : 01 FUND

GENERAL FUND

W. .. ANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE aba num ACCOUNT NUM REO# REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION **AMOUNT** 20066738 000609/ AMERICAN EXPRESS 01 - 0000 - 0 - 4300.00 - 0000 - 7200 - 725 - 000 - 000PV-150066 Due 9/11/14 218.26 01-6300-0-4100.00-1110-1010-700-000-000 Due 9/11/14 586.34 01-9479-0-4300.00-1110-1010-101-000-000 Due 9/11/14 153.71 WARRANT TOTAL \$958.31 20066739 070067/ **APPLE** PO-150071 1. 01-9479-0-4300.00-1110-1010-101-000-000 4293570147 537.08 PO-150072 1. 01-7405-0-4300.00-1110-1010-700-000-000 4293718221 1,345.15 4293423156 PV-150076 01-7405-0-4300.00-1110-1010-700-000-000 10.84 WARRANT TOTAL \$1,893.07 20066740 070788/ APPLIED MATERIALS & PV-150074 01-8150-0-5600.00-0000-8110-735-000-000 475.00 42428 WARRANT TOTAL \$475.00 20066741 002896/ ARMOR LOCKSMITH PV-150077 01-8150-0-5600.00-0000-8110-735-000-000 45629, 45633 438.50 WARRANT TOTAL \$438.50 20066742 070358/ AT&T PO-150003 1. 01-0000-0-5970.00-0000-2700-700-000-000 8/14 210.02 WARRANT TOTAL \$210.02 20066743 070329/ AT&T CALNET 2 PO-150001 1. 01-0000-0-5970.00-0000-2700-700-000-000 8/14 361.00 WARRANT TOTAL \$361.00 BANK OF NEW YORK MELLON 20066744 070056/ PV-150075 01-0000-0-5811.00-0000-7200-700-000-000 252-1810724 750.00 WARRANT TOTAL \$750.00 20066745 001811/ STATE OF CALIFORNIA PV-150068 01-0000-0-5821.00-0000-7200-725-000-000 52750 433.00 WARRANT TOTAL \$433.00 APY250 H.02.09

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/12/2014

09/11/14 PAGE

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0011 GENERAL FUND FUND : 01

GENERAL FUND

1 :			
hANT	VENDOR/ADDR REQ#	NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION	AMOUNT
20066746	070784/	PALOMA COLLIER	
		PO-150075 1. 01-9471-0-5800.00-1110-1010-700-000 8/14 WARRANT TOTAL	1,300.00 \$1,300.00
20066747	070638/	EDMENTUM	
		PO-150063 1. 01-1100-0-4300.00-1110-1010-100-000-000 36466 WARRANT TOTAL	4,523.00 \$4,523.00
20066748	002270/	FISHMAN SUPPLY CO.	
		PO-150009 1. 01-0000-0-4300.00-0000-8211-735-000-000 959067 WARRANT TOTAL	208.24 \$208.24
20066749	001742/	HOUGHTON MIFFLIN HARCOURT	
		PO-150067 1. 01-0000-0-4100.00-1110-1010-700-000-709 950785724, 950783647,950770979	4,650.17
			10,951.50 15,601.67
20066750	070470/	MARIN RESOURCE RECOVERY CENTER	
		PO-150007 1. 01-0000-0-5550.00-0000-8200-000-000 8/14 WARRANT TOTAL	950.00 \$950.00
20066751	002632/	MARKET ENGINEERING	
		PV-150073 01-8150-0-5600.00-0000-8110-735-000-000 57061 WARRANT TOTAL	304.29 \$304.29
20066752	070447/	MAXIM HEALTHCARE SERVICES	
		PO-150048 1. 01-6500-0-5835.00-5770-1182-700-000-000 8/14 WARRANT TOTAL	1,511.30 \$1,511.30
20066753	001746/	MCGRAW HILL	
		PO-150069 1. 01-0000-0-4100.00-1110-1010-100-000-000 82080866001 WARRANT TOTAL	4,463.43 \$4,463.43
20066754	070864/	MIDDLEBURY INTERACTIVE	
	,		18,146.00 18,146.00

APY250 H.02.09

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/12/2014

09/11/14 PAGE

53

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0011 GENERAL FUND FUND : 01 GENERAL FUND

hANT	VENDOR/ADDR REQ#	NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION	AMOUNT
20066755	001927/	MILL VALLEY SERVICES	
		PV-150065 01-0000-0-4300.00-1110-1010-000-000 82762I WARRANT TOTAL	326.15 \$326.15
20066756	000548/	MOLLIE STONE'S	
		PV-150072 01-0000-0-4300.00-0000-7110-725-000-000 102071 WARRANT TOTAL	90.38 \$90.38
20066757	000058/	P G & E CO	
		PO-150000 1. 01-0000-0-5510.00-0000-8200-000-000 Due 9/15/14 WARRANT TOTAL	139.10 \$139.10
20066758	070514/	SCHOOL NURSE SUPPLY	
		PO-150047 1. 01-0000-0-4300.00-1110-3140-100-000-000 489230	158.94
		2. 01-0000-0-4300.00-1110-3140-101-000-000 489230 WARRANT TOTAL	49.76 \$208.70
20066759	070808/	SCHOOLWIRES INC.	
		PO-150066 1. 01-1100-0-4300.00-1110-1010-101-000-000 12301 WARRANT TOTAL	300.00 \$300.00
20066760	070406/	SILYCO	
		PO-150017 1. 01-0000-0-5849.00-0000-2420-700-000-000 AUG2014 WARRANT TOTAL	9,600.00 \$9,600.00
20066761	002545/	SONITROL	
		PO-150016 1. 01-0000-0-5840.00-0000-8300-101-000-000 1255115 WARRANT TOTAL	1,437.15 \$1,437.15
20066762	002062/	TRIUMPH LEARNING LLC	
		PO-150058 1. 01-3010-0-4300.00-1110-1010-700-000-000 486888 WARRANT TOTAL	454.79 \$454.79
20066763	070525/	US BANCORP EQUIP. FINANCE INC	
		PO-150012 1. 01-0000-0-5605.00-0000-2700-700-000-000 8/14 WARRANT TOTAL	142.37 \$142.37

APY250 H.02.09 Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/12/2014 09/11/14 PAGE

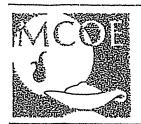
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0011 GENERAL FUND

GENERAL FUND FUND : 01

_ANT 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** 20066764 070516/ VIDAL VERDUZCO PV-150070 01-8150-0-5600.00-0000-8110-735-000-000 148241 3.729.95 WARRANT TOTAL \$3,729.95 20066765 070863/ MARGARET WEBER STRIPLIN PV-150071 01-3010-0-4300.00-1110-1010-700-000-000 Reimb. 105.35 WARRANT TOTAL \$105.35 20066766 002172/ WILLOW CREEK ACADEMY CL-140054 01-0000-0-8096.00-0000-9200-103-000-000 Sept 2014 146,709.00 PV-150069 01-0000-0-8096.00-0000-9200-103-000-000 Sept.2014 payment 59.790.00 PV-150078 01-0000-0-7299.00-0000-9200-103-000-000 Sept. 14 Supplemental 83,654.00 WARRANT TOTAL \$290,153.00 20066767 070865/ LANCE YOUNGER PV-150067 01-8150-0-4300.00-0000-8100-735-000-000 Garden Materials Reimb. 696.09 WARRANT TOTAL \$696.09 *** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 30 TOTAL AMOUNT OF WARRANTS: \$359,909.86* BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: TOTAL AMOUNT OF WARRANTS: \$359,909.86* *** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: TOTAL AMOUNT OF WARRANTS: \$359,909.86*

Printed: 09/11/2014 14:40:16



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	9/17/14
District Na	ame sausalito marin	CITY	Professional State of the Contract of the Cont	District No. 47
		e District named hereon h \$ <u> 名の, 891、</u> 子子		orizes and directs payment
<u>FU</u>	IND NUMBER	BATCH NUMBER		· AMOUNT
***********	01			18,257,79
**********	13			2633,98
deliverables		P ² Common College Common College Col		
C olinsian		***************************************		

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	Printer, or Alla Lamina a David of the Printer and Construction Construction Const	-		1
American		Additional of the Control of the Con		
	•	-		

Authorized Signature

Jaula Rigney

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/19/2014

O9/18/14 PAGE WARRANT REGISTER

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0012 GENERAL FUND

FUND : 01 GENERAL FUND

VAN	T VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD RESC Y OBJT	DEPOSIT TYPE SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
2006749	5 002711/	CSBA C/O WESTAME	RICA BANK			***************************************
		PV-150079	01-0000-0-5300	.00-0000-7110-725-000-000 WARRANT TOTAL	100428-15	3,759.00 \$3,759.00
2006749	6 070722/	CYPRESS SCHOOL				
		PO-150052 1.	01-6500-0-5833	.00-5750-1185-700-000-000 WARRANT TOTAL	83514, 82314	4,711.35 \$4,711.35
2006749	7 001742/	HOUGHTON MIFFLIN	I HARCOURT			
		PO-150067 3.	01-6300-0-4100	.00-1110-1010-700-000-000	950826346	1,489.31
		2.	01-9472-0-4300	.00-1110-1010-700-000-111 WARRANT TOTAL	950826346	673.91 \$2,163.22
20067498	8 070447/	MAXIM HEALTHCARE	SERVICES			
		PO-150048 1.	01-6500-0-5835	.00-5770-1182-700-000-000 WARRANT TOTAL	8/14	1,864.81 \$1,864.81
20067499	9 000056/	PBI				
		PO-150015 1.	01-0000-0-5960	.00-0000-2700-700-000-000 WARRANT TOTAL	7140007-SP14	507.78 \$507.78
20up/50	0 000073/	PEARSON				
		PO-150064 1.	01-6500-0-4300	.00-5770-1110-700-000-000 WARRANT TOTAL	4488387	1,833.16 \$1,833.16
2006750	1 001953/	SPECTRUM CENTER				
		PO-150054 1.	01-6500-0-5833	.00-5750-1185-700-000-000 WARRANT TOTAL	112705	3,418.47 \$3,418.47
	*** FUND	TOTALS ***	TOTAL NUMBER	OF WARRANTS: 7	TOTAL AMOUNT OF WARRANTS:	\$18,257.79*

APY250 H.02.09

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/19/2014

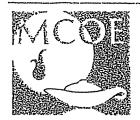
09/18/14 PAGE

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0012 GENERAL FUND FUND : 13 CAFETERIA FUND

Printed: 09/19/2014 10:36:43

.ANT 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** 20067502 070811/ BARON BAKING LLC PV-150082 13-5310-0-5840.00-0000-3700-100-000-000 24-0156/7 20.83 13-5310-0-5840.00-0000-3700-101-000-000 24-0156/7 20.82 WARRANT TOTAL \$41.65 20067503 000105/ **CLOVER-STORNETTA FARMS** PV-150080 13-5310-0-5840.00-0000-3700-100-000-000 471024507, 471025507 117.51 13-5310-0-5840.00-0000-3700-101-000-000 471024507, 471025507 117.51 WARRANT TOTAL \$235.02 20067504 070827/ MARIN SUN FARMS PV-150083 13-5310-0-5840.00-0000-3700-100-000-000 82764, 83044 219.15 13-5310-0-5840.00-0000-3700-101-000-000 82764, 83044 219.14 WARRANT TOTAL \$438.29 20067505 070794/ NANA MAE'S ORGANIC PV-150085 13-5310-0-5840.00-0000-3700-100-000-000 474666, 561888 180.00 13-5310-0-5840.00-0000-3700-101-000-000 474666, 561888 180.00 WARRANT TOTAL \$360.00 20067506 070816/ UNFI PV-150084 13-5310-0-5840.00-0000-3700-100-000-000 18077324, 18092037 582.76 13-5310-0-5840.00-0000-3700-101-000-000 18077324, 18092037 582.76 WARRANT TOTAL \$1,165.52 20067507 070799/ VERITABLE VEGETABLE INC. PV-150081 13-5310-0-5840.00-0000-3700-100-000-000 930182, 931096 196.75 13-5310-0-5840.00-0000-3700-101-000-000 930182. 931096 196.75 WARRANT TOTAL \$393.50 *** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 6 TOTAL AMOUNT OF WARRANTS: \$2,633.98* BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 13 TOTAL AMOUNT OF WARRANTS: \$20.891.77* *** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: 13 TOTAL AMOUNT OF WARRANTS: \$20,891.77*



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	9/24/14
District Namesausalito	MARIN CITY		District No. 47
•	rd of the District named hereon total of \$ 198,174,5		orizes and directs payment
FUND NUMBER OI 13 Yo	BATCH NUMBER		- AMOUNT - ST, 226.31 - 1,723.23 - 146, 224.99
	Authorized Signature	Coule	Bignuz.

Marin County Office of Education Business Form No. 72 of 102
BUILDING THE FUTURE . . . ONE STUDENT AT A TIME

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/26/2014

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0013 GENERAL FUND

. ANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN FD RESC Y OBJ	DEPOSIT TYPE T SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
20068181	002896/	ARMOR LOCKSMITH			
		PV-150087 01-8150-0-560	0.00-0000-8110-735-000-000 WARRANT TOTAL	45609	140.82 \$140.82
20068182	000192/	AT&T			
		PO-150002 1. 01-0000-0-597	0.00-0000-2700-000-000 WARRANT TOTAL	9/14	1,522.61 \$1,522.61
20068183	070329/	AT&T CALNET 2			
		PO-150001 1. 01-0000-0-597	0.00-0000-2700-700-000-000 WARRANT TOTAL	9/14	546.76 \$546.76
20068184	070513/	BOYS AND GIRLS CLUB			
		P0-150022 1. 01-6010-0-584	0.00-1110-1010-101-000-000 WARRANT TOTAL	SMCD 1-2014	7,965.00 \$7,965.00
20068185	070711/	BRIGHT PATH THERAPISTS			
		P0-150049 1. 01-6500-0-583	5.00-5770-1182-700-000-000 WARRANT TOTAL	2634	150.05 \$150.05
20068186	001451/	CA DEPARTMENT OF EDUCATION			
		PV-150091 01-8150-0-560	0.00-0000-8110-735-000-000 WARRANT TOTAL	C-053586	793.80 \$793.80
20068187	070308/	CDW-G		,	
		PO-150083 1. 01-6500-0-430	0.00-5770-1110-700-000-000 WARRANT TOTAL	PN10120	829.09 \$829.09
20068188	001509/	PAULA HAMMONS			
		PV-150093 01-9479-0-430	0.00-1110-1010-101-000-000 WARRANT TOTAL	Reimb.	52.17 \$52.17
20068189	001742/	HOUGHTON MIFFLIN HARCOURT			
		PO-150079 1. 01-6300-0-410	0.00-1110-1010-700-000-000 WARRANT TOTAL	950843556	182.55 \$182.55
20068190	000904/	JACKSON'S			
		PV-150097 01-0000-0-582	1.00-0000-7200-725-000-000	2550318, 2550325	74.20

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0013 GENERAL FUND

.CANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD RESC Y OBJT	DEPOSIT TYPE SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
	******	*******	************	WARRANT TOTAL		\$74.20
20068191	000039/	KAISER FOUNDATI	ON			
		PV-150090	01-0000-0-9520	.00-0000-0000-000-000	16734-0001	2,112.34
			01-0000-0-9520	.00-000-000-000-000-000	16734-0002	1,025.97
			01-0000-0-9520	.00-0000-0000-000-000-000 WARRANT TOTAL	578-0002	20,736.47 \$23,874.78
20068192	002345/	KONE INC.				
		PO-150006 1.	01-8150-0-5600	.00-0000-8110-735-000-000	221551129	365.76
		1.	01-8150-0-5600	.00-0000-8110-735-000-000 WARRANT TOTAL	9/14	121.94 \$487.70
20068193	000045/	MARIN COUNTY OF	FICE OF EDUC			
		PV-150086	01-0000-0-5840	.00-0000-7205-000-000-000 WARRANT TOTAL	150162	4,970.00 \$4,970.00
20068194	070447/	MAXIM HEALTHCAR	RE SERVICES			
		PO-150048 1.	01-6500-0-5835	.00-5770-1182-700-000-000 WARRANT TOTAL	9/14	2,041.04 \$2,041.04
20068195	000015/	MSIA DENTAL				
		PV-150094	01-0000-0-9520	.00-0000-0000-000-000 WARRANT TOTAL	10/14	2.948.71 \$2,948.71
20068196	000117/	MSIA VISION				
		PV-150095	01-0000-0-9520	.00-0000-0000-000-000-000 WARRANT TOTAL	10/14	323.02 \$323.02
20068197	000058/	PG&ECO				
		PO-150000 1.	01-0000-0-5510	.00-0000-8200-000-000-000 WARRANT TOTAL	Due 10/6/14	3,017.54 \$3,017.54
20068198	070656/	PAULA RIGNEY	•			
		PV-150092	01-0000-0-5210	.00-0000-7300-725-000-000 WARRANT TOTAL	QSS Training Registration	50.00 \$50.00

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/26/2014 09/25/14 PAGE

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0013 GENERAL FUND

ANT VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
20068199 070843/	ALAN ROTHKOP	••••••		
	PV-150088	01-0000-0-4300.00-0000-8211-735-000-000 WARRANT TOTAL	Flags	47.98 \$47.98
20068200 000220/	SHIFFLER EQUIPM	ENT SALES INC.		
	PV-150096	01-0000-0-4300.00-0000-8211-735-000-000 WARRANT TOTAL	1425911400	182.15 \$182.15
20068201 070863/	MARGARET WEBER	STRIPLIN		
	PV-150103	01-3010-0-4300.00-1110-1010-700-000-000 WARRANT TOTAL		26.34 \$26.34
*** FUND T	OTALS ***	TOTAL NUMBER OF WARRANTS: 21	TOTAL AMOUNT OF WARRANTS:	\$50,226.31*

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0013 GENERAL FUND

FUND : 13 CAFETERIA FUND

(ANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
20068202	000105/	CLOVER-STORNETT	'A FARMS	•••••	
		PV-150100	13-5310-0-5840.00-0000-3700-100-000-000	471025904	31.33
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	471025904	31.32 \$62.65
20068203	070815/	MARIN CHEESE CO	MPANY		
		PV-150102	13-5310-0-5840.00-0000-3700-100-000-000	455891	187.06
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	455891	187.05 \$374.11
20068204	070827/	MARIN SUN FARMS			
		PV-150098	13-5310-0-5840.00-0000-3700-100-000-000	83345	197.87
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	83345	197.86 \$395.73
20068205	070794/	NANA MAE'S ORGA	NIC		
		PV-150099	13-5310-0-5840.00-0000-3700-100-000-000	474684	90.00
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	474684	90.00 \$180.00
20068206	070816/	UNFI			
		PV-150101	13-5310-0-5840.00-0000-3700-100-000-000	18105355-003	276.37
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL .	18105355-003	276.37 \$552.74
20068207	070799/	VERITABLE VEGET	ABLE INC.		
		PV-150104	13-5310-0-5840.00-0000-3700-100-000-000	932983	79.00
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	932983	79.00 \$158.00
*	*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 6	TOTAL AMOUNT OF WARRANTS:	\$1,723.23*

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 09/26/2014

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0013 GENERAL FUND FUND

: 40 SPECIAL RESERVE~CAP OUTLAY #1

ANT 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**

20068208 002616/ US BANK

> PV-150089 40-0000-0-7438.00-0000-9100-000-000-325 Lease Payment 51,224.99

> > 40-0000-0-7439.00-0000-9100-000-000-325 Lease Payment 95,000.00 \$146,224.99

WARRANT TOTAL

1 TOTAL AMOUNT OF WARRANTS: \$146,224.99*

*** FUND TOTALS *** TOTAL NUMBER OF WARRANTS:

*** BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 28 TOTAL AMOUNT OF WARRANTS: \$198,174.53*

*** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: 28 TOTAL AMOUNT OF WARRANTS: \$198.174.53*

Printed: 09/26/2014 07:51:15



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	10/1/14
District Name <u>SAUSALITO MARI</u>	N CITY		District No. 47
The Governing Board of of vendor payments in the total	the District named hereon of \$ 70, 170,19		es and directs payment
FUND NUMBER O1 13 78	BATCH NUMBER 14 14 14 Authorized Signature	Laula	- AMOUNT - 33, 702, 10 - 224, 09 - 34, 244. ~
		/	// /

20068935 070866/

MHS INC

PO-150077

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/03/2014

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292.95

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND **FUND** : 01 GENERAL FUND

ANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP REQ# DESCRIPTION **AMOUNT** 20068927 000006/ BAY CITIES REFUSE INC PO-150004 1. 01-0000-0-5550.00-0000-8200-000-000-000 10/14 643.80 WARRANT TOTAL \$643.80 20068928 002043/ CAMBIUM LEARNING INC PO-150085 1. 01-9472-0-4300.00-1110-1010-700-000-111 RI 1354860 1,738.96 2. 01-9479-0-4300.00-1110-1010-101-000-000 RI 1354860 1,738.93 WARRANT TOTAL \$3,477.89 20068929 002004/ SUSAN CASSIDY PV-150107 01-3010-0-4300.00-1110-1010-700-000-000 Writing program supplies 163.93 WARRANT TOTAL \$163.93 20068930 001389/ DEVELOPMENTAL STUDIES CENTER PO-150086 1. 01-9472-0-4300.00-1110-1010-700-000-111 87147 7.217.00 2. 01-9479-0-5840.00-1110-1010-101-000-000 87147 7.217.00 WARRANT TOTAL \$14,434.00 20068931 001807/ EMPLOYMENT DEVELOPMENT DEPT. PV-150112 01-0000-0-9515.00-0000-0000-000-000-000 94241171 03. 2014 191.68 WARRANT TOTAL \$191.68 20068932 000023/ GOODMAN BUILDING SUPPLY CO. 1. 01-8150-0-4300.00-0000-8100-735-000-000 PO-150008 Due 10/11/14 144.10 WARRANT TOTAL \$144.10 20068933 001742/ HOUGHTON MIFFLIN HARCOURT PO-150067 3. 01-6300-0-4100.00-1110-1010-700-000-000 950883558 311.94 PO-150079 1. 01-6300-0-4100.00-1110-1010-700-000-000 950857264 487.06 WARRANT TOTAL \$799.00 20068934 070447/ MAXIM HEALTHCARE SERVICES PO-150048 1. 01-6500-0-5835.00-5770-1182-700-000-000 9/14 2,505.60 WARRANT TOTAL \$2,505,60

1761104

1. 01-6500-0-4300.00-5770-1110-700-000-000

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND FUND : 01 GENERAL FUND

ANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
			WARRANT TOTAL		\$292.95
20068936	070107/	VIDA MOATTAR			
		PV-150105	01-0000-0-4300.00-0000-7200-725-000-000 WARRANT TOTAL	District phone	513.61 \$513.61
20068937	070448/	JONNETTE NEWTON			
		PV-150106	01-3010-0-4300.00-1110-1010-700-000-000	Bus Rental, School uniforms	847.81
			01-9479-0-5819.00-1110-1010-101-000-000 WARRANT TOTAL	Bus Rental, School uniforms	1,100.00 \$1,947.81
20068938	000058/	PG&ECO			
		PO-150000 1.	01-0000-0-5510.00-0000-8200-000-000-000 WARRANT TOTAL	Due 10/6/14	3,087.22 \$3,087.22
0068939	070222/	PROTECTION ONE			
		PO-150005 1.	01-0000-0-5840.00-0000-8300-100-000-000	10/14	76.00
		2.	01-0000-0-5840.00-0000-8300-101-000-000	10/14	635.14
etti. Nuon		3.	01-0000-0-5840.00-0000-8300-103-000-000 WARRANT TOTAL	10/14	103.29 \$814.43
20068940	070843/	ALAN ROTHKOP			
		PV-150109	01-0000-0-4300.00-0000-7200-725-000-000	Maint. supplies, Phone accesso	76.29
			01-0000-0-4300.00-0000-8211-735-000-000	Maint. supplies, Phone accesso	81.94
			01-8150-0-4300.00-0000-8100-735-000-000 WARRANT TOTAL	Maint. supplies. Phone accesso	145.55 \$303.78
20068941	070789/	SCHOOL FACILITY	CONSULTANTS		
		PV-150111	01-9479-0-5840.00-1110-1010-101-000-000 WARRANT TOTAL	7649	45.00 \$45.00
0068942	001206/	SHELL OIL CO.			
		PV-150108	01-0000-0-4301.00-0000-8110-735-000-000 WARRANT TOTAL	9/14	319.32 \$319.32

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/03/2014

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND : 01

GENERAL FUND

ANT	VENDOR/ADDR REQ#		DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT	ABA NUM ACCOUNT NUM GRP DESCRIPTION	AMOUNT
20068943	070200/	STANDARD INSURA	NCE COMPANY CB		
		PV-150110	01-0000-0-9520.00-0000-0000-000-000- WARRANT TOTAL	000 10/14	588.37 \$588.37
20068944	001922/	TEACHERS' CURRI	CULUM INSTITUTE		
		PO-150084 1.	01-0000-0-4100.00-1110-1010-101-000- WARRANT TOTAL	000 6532, 6592	3,091.74 \$3,091.74
20068945	070562/	ULINE			
		PO-150038 1.	01-0000-0-4300.00-1110-3140-100-000-	000 61797432	79.00
		3.	01-0000-0-4300.00-1110-3140-100-000-	000 61797432	52.35
		2.	01-0000-0-4300.00-1110-3140-101-000- WARRANT TOTAL	000 61797432	79.10 \$210.45
20068946	070863/	MARGARET WEBER	STRIPLIN		
		PV-150118	01-3010-0-4300.00-1110-1010-700-000- WARRANT TOTAL	000 Reimb.	127.42 \$127.42
**	** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 20	TOTAL AMOUNT OF WARRANTS:	\$33,702.10*

10/03/14 PAGE

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND

FUND : 13 CAFETERIA FUND

ANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
20068947	070811/	BARON BAKING LL	С		
		PV-150117	13-5310-0-5840.00-0000-3700-100-000-000	24-0158/9	29.75
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	24-0158/9	29.75 \$59.50
20068948	070800/	CLM GROUP			
		PO-150082 1.	13-5310-0-4307.00-0000-3700-700-000-000 WARRANT TOTAL	26246	209.30 \$209.30
20068949	000105/	CLOVER-STORNETT	A FARMS		
		PV-150116	13-5310-0-5840.00-0000-3700-100-000-000	471026603	132.48
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	471026603	132.48 \$264.96
20068950	070827/	MARIN SUN FARMS			
		PV-150114	13-5310-0-5840.00-0000-3700-100-000-000	83534	283.00
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	83534	282.99 \$565.99
2 951	070794/	NANA MAE'S ORGA	NIC		
		PV-150115	13-5310-0-5840.00-0000-3700-100-000-000	789957	120.00
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	789957	120.00 \$240.00
20068952	070816/	UNFI			
		PV-150113	13-5310-0-5840.00-0000-3700-100-000-000	18122067-003	269.55
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	18122067-003	269.54 \$539.09
20068953	070799/	VERITABLE VEGET	ABLE INC.		
		PV-150119	13-5310-0-5840.00-0000-3700-100-000-000	932606, 934710	172.63
			13-5310-0-5840.00-0000-3700-101-000-000 WARRANT TOTAL	932606, 934710	172.62 \$345.25

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/03/2014 10/03/14 PAGE

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AMOUNT

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND

FUND : 13 CAFETERIA FUND

ANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM

REO# REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION

*** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 7 TOTAL AMOUNT OF WARRANTS: \$2,224.09*

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Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/03/2014 10/03/14 PAGE

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND

FUND : 78 PASS-THROUGH ~ REVENUES

	ANT	VENDOR/ADDR REQ#		DEPOSIT TY FD RESC Y OBJT SO GOAL FUN		ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
;	20068954	002172/	WILLOW CREEK AC	ADEMY			
			PV-150120	78-0000-0-9620.00-0000-000 WARRANT TOT		A Bulletins A15019, A15033	34.244.00 \$34,244.00
	*	** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS	S: 1	TOTAL AMOUNT OF WARRANTS:	\$34,244.00*
	*	** BATCH 1	TOTALS ***	TOTAL NUMBER OF WARRANTS	S: 28	TOTAL AMOUNT OF WARRANTS:	\$70,170.19*
	*	** DISTRICT T	TOTALS ***	TOTAL NUMBER OF WARRANTS	S: 28	TOTAL AMOUNT OF WARRANTS:	\$70,170.19*

Printed: 10/07/2014 11:25:45



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 10/8/14
District Name SAUSALITO MA	ARIN CITY	District No. 47
The Governing Board of vendor payments in the total		hereby authorizes and directs payment
FUND NUMBER	BATCH NUMBER	· AMOUNT
		1,321.73
	`	
	Authorized Signature	Quela Riconus
	05 of 100	10-7-14

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND FUND : 01

GENERAL FUND

WARRANT 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** 20069594 000609/ AMERICAN EXPRESS PV-150132 01-0000-0-4300.00-0000-7110-725-000-000 Due 10/11/14 26.80 01-0000-0-4300.00-0000-7200-725-000-000 Due 10/11/14 195.71 WARRANT TOTAL \$222.51 20069595 070797/ ANDREW ANSTEAD PV-150124 01-9479-0-4300.00-1110-1010-101-000-000 Mileage, Reimb. 77.77 WARRANT TOTAL \$77.77 20069596 070329/ AT&T CALNET 2 1. 01-0000-0-5970.00-0000-2700-700-000-000 10/14 353.80 PO-150001 WARRANT TOTAL \$353.80 20069597 070716/ BAY AREA SPEECH WORKS PO-150078 1. 01-6500-0-5835.00-5770-1182-700-000-000 2488 13,020,00 WARRANT TOTAL \$13,020,00 20069598 070641/ BLACKBOARD CONNECT INC. PO-150074 1. 01-3010-0-4300.00-1110-1010-700-000-000 1173818 1,425.00 WARRANT TOTAL \$1,425.00 20069599 000608/ BURKELL PLUMBING PV-150125 01-8150-0-5600.00-0000-8110-735-000-000 34651 525.00 WARRANT TOTAL \$525.00 20069600 070308/ CDW-G 1. 01-9479-0-4400.00-1110-1010-700-000-000 PW12743 4.856.26 PO-150062 WARRANT TOTAL \$4,856,26 20069601 070784/ PALOMA COLLIER PO-150075 1. 01-9471-0-5800.00-1110-1010-700-000-000 9/14 2.580.00 WARRANT TOTAL \$2,580.00 20069602 070761/ CON E SOLUTIONS PO-150076 1. 01-0000-0-5840.00-0000-7705-700-000-000 9/14 1,530.00 WARRANT TOTAL \$1.530.00

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

: 01 FUND GENERAL FUND WARRANT VENDOR/ADDR NAME (REMIT) ABA NUM DEPOSIT TYPE ACCOUNT NUM REQ# REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION **AMOUNT** CROWN TROPHY 20069603 002749/ PV-150128 01-9479-0-4300.00-1110-1010-101-000-000 20435 587.58 WARRANT TOTAL \$587.58 HOUGHTON MIFFLIN HARCOURT PO-150079 1. 01-6300-0-4100.00-1110-1010-700-000-000 950918613 WARRANT TOTAL K LOG PO-150025 1. 01-9479-0-4400.00-1110-1010-700-000-000 14-255661-1 WARRANT TOTAL MALUGANI TIRE CENTER 1076142 PV-150129 01-8150-0-4300.00-0000-8100-735-000-000 WARRANT TOTAL

20069604 001742/ 266.15 \$266.15 20069605 070855/ 15,354.07 \$15,354.07 20069606 002712/ 30.00 \$30.00 20069607 070470/ MARIN RESOURCE RECOVERY CENTER PO-150007 1. 01-0000-0-5550.00-0000-8200-000-000-000 9/14 440.00 WARRANT TOTAL \$440.00 20069608 070218/ COUNTY OF MARIN PV-150122 01-0000-0-5300.00-0000-7110-725-000-000 7057 807.00 WARRANT TOTAL \$807.00 20069609 070868/ **EMILY MATTO** PV-150123 01-3010-0-4300.00-1110-1010-700-000-000 Reimb. Classroom supplies 230.95 01-9479-0-4300.00-1110-1010-101-000-000 Reimb. Classroom supplies 118.13 WARRANT TOTAL \$349.08 MAXIM HEALTHCARE SERVICES 20069610 070447/ PO-150048 1. 01-6500-0-5835.00-5770-1182-700-000-000 9/14 3,826.90 WARRANT TOTAL \$3,826.90 20069611 001746/ MCGRAW HILL 1. 01-0000-0-4100.00-1110-1010-100-000-000 PO-150087 82875679001 1,030.46 WARRANT TOTAL \$1.030.46

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP DESCRIPTION	AMOUNT
20069612	070867/	MSM INC	*********
		PV-150130 01-8150-0-4300.00-0000-8100-735-000-000 66274 WARRANT TOTAL	97.99 \$97.99
20069613	070869/	REGINA NEWCOME	
		PV-150121 01-9479-0-4300.00-1110-1010-101-000-000 Reimb. Classroom supplies WARRANT TOTAL	438.37 \$438.37
20069614	000058/	P G & E CO	
		PO-150000 1. 01-0000-0-5510.00-0000-8200-000-000 Due 10/13/14 WARRANT TOTAL	175.73 \$175.73
20069615	000558/	PRO-ED	
		PO-150065 1. 01-6500-0-4300.00-5770-1110-700-000-000 2220773 WARRANT TOTAL	462.00 \$462.00
20069616	070217/	ROCHESTER 100 INC.	
		PO-150089 1. 01-9479-0-4300.00-1110-1010-101-000-000 M49007 WARRANT TOTAL	250.00 \$250.00
20069617	000065/	SAUSALITO-MARIN CITY SANITARY	
			15,634.38 315,634.38
20069618	070870/	SCHOOL NUTRITION ASSOCIATION	
		PV-150133 01-0000-0-5300.00-0000-7110-725-000-000 Membership Dues WARRANT TOTAL	33.75 \$33.75
20069619	000614/	JAMES SCULLION	
		PV-150139 01-0000-0-5230.00-0000-2700-700-000 Mileage WARRANT TOTAL	77.56 \$77.56
20069620	070406/	SILYCO	
		PO-150017 1. 01-0000-0-5849.00-0000-2420-700-000 SEP2014 WARRANT TOTAL	9,600.00 \$9,600.00
20069621	002680/	STEPHEN ROATCH ACCOUNTANCY	
		PO-150018 1. 01-0000-0-5809.00-0000-7191-000-000 13-14 audit, third payment	4,765.00

Marin County Office of Education COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 10/10/2014 10/09/14 PAGE

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM DESCRIPTION REC# REFERENCE LN FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP **AMOUNT** WARRANT TOTAL \$4,765.00 20069622 070525/ US BANCORP EQUIP. FINANCE INC PO-150012 1. 01-0000-0-5605.00-0000-2700-700-000-000 9/14 886.84 WARRANT TOTAL \$886.84 20069623 070759/ **VERIZON WIRELESS** PO-150013 1. 01-0000-0-5970.00-0000-2700-700-000-000 9/14 266.07 WARRANT TOTAL \$266.07 20069624 070863/ MARGARET WEBER STRIPLIN PV-150126 01-0000-0-5210.00-0000-7300-725-000-000 Housing for conference 611.82 PV-150127 01-0000-0-5230.00-0000-2700-700-000-000 Mileage 77.56 WARRANT TOTAL \$689.38 20069625 002172/ WILLOW CREEK ACADEMY PV-150131 01-0000-0-8096.00-0000-9200-103-000-000 Sept. 14 in lieu 206,499.00 WARRANT TOTAL \$206,499.00 *** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 32 TOTAL AMOUNT OF WARRANTS: \$287,157.65*

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

FUND : 13 CAFETERIA FUND

WARRANT 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** 20069626 000105/ **CLOVER-STORNETTA FARMS** PV-150135 13-5310-0-4700.00-0000-3700-700-000-000 471027303 93.82 WARRANT TOTAL \$93.82 20069627 070794/ NANA MAE'S ORGANIC PV-150136 13-5310-0-4700.00-0000-3700-700-000-000 789971 120.00 WARRANT TOTAL \$120.00 20069628 070816/ UNFI PV-150137 13-5310-0-4700.00-0000-3700-700-000-000 18140393-003 725.57 WARRANT TOTAL \$725.57 20069629 070799/ VERITABLE VEGETABLE INC. PV-150134 13-5310-0-4700.00-0000-3700-700-000-000 935638, 936315 266.50 WARRANT TOTAL \$266.50 20069630 070863/ MARGARET WEBER STRIPLIN PV-150138 13-5310-0-4700.00-0000-3700-700-000-000 Reimb. 115.84 WARRANT TOTAL \$115.84 *** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 5 TOTAL AMOUNT OF WARRANTS: \$1,321.73* BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 37 TOTAL AMOUNT OF WARRANTS: \$288,479.38* *** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: 37 TOTAL AMOUNT OF WARRANTS: \$288,479.38*

Printed: 10/10/2014 08:43:46

Field Trips

Dates:

October 9, 2014

Destination:

Tolay Fall Festival

Teacher:

Ms. Banks

Grade:

K

Standards Supported: Funding:

Life Science Field Trip

Cost:

\$ 100.00 (field trip fund)

Dates:

October 14, 2014 Mosaic Project Ms. Cassidy

Destination: Teacher:

5th

Grade:

Standards Supported:

Funding:

Field Trip

Cost:

\$4,850.00 (donation and field trip fund)

Dates:

October 24, 2014

Destination:

Spring Hill Farm Ms. Banks

Teacher: Grade:

K

Standards Supported:

Life Science

Funding:

Field Trip

Cost:

\$300.00 (field trip fund)

Dates:

November 7, 2014

Destination:

UC Berkeley

Teacher:

Ms. Suto, Ms. Newcome and Mr. Edney

Grade:

6th -8th

Standards Supported:

Funding:

Field Trip

Cost:

\$ 700.00 (field trip fund)

Dates:

November 21, 2014

Destination: Teacher:

Slide Ranch Mr. Scullian

Grade:

3rd

Standards Supported:

Funding:

Field Trip

Cost:

\$800.00 (donation and field trip fund)

Sausalito Marin City School District

Agenda Item: 11.01	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services Financial & Business Procedures Curriculum and Instruction X Policy Development	Consent Agenda
Item Requires Board Action: X	Item is for Information Only:
Item: Board Policy (BP) 1150 – Comm	nunity Relations – Commendations and Awards
Background:	
Last month, this item was brought forwa to approve this Board Policy.	ard as a first read. This month the board is asked
Fiscal Impact:	
Undetermined	
Recommendation:	
Approve	

Prepared for: S. Van Zant **Prepared by:** S. Van Zant

BP 1150 Community Relations

Commendations And Awards

To encourage community involvement in school programs and activities, the Governing Board may publicly recognize and commend parents/guardians, community members, businesses, and organizations that make outstanding contributions or provide longstanding service to the District or school students.

Any Board member, employee, parent/guardian, student, or community member may recommend an individual or organization for Board recognition. He/she shall submit to the Superintendent or designee the name of the individual or organization and a description of the outstanding contribution or service.

At the Board's discretion, the Board may present a letter of recognition, Board resolution, plaque, or other award at a public Board meeting or may hold a reception or informal recognition activity. The Board also may designate a day, week, or month for special recognition of volunteers.

The Board encourages similar forms of recognition for achievement or services as part of school-level commendation programs.

Sausalito Marin City School District

Agenda Item: 11.02	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services Financial & Business Procedures Curriculum and Instruction X Policy Development	Consent Agenda
Item Requires Board Action:X_	Item is for Information Only:
Item: Board Policy (BP) 1160 - Communi	ty Relations – Political Processes
Background:	
Last month, this item was brought forward a to approve this Board Policy.	as a first read. This month the board is asked
Fiscal Impact:	
Undetermined	
Recommendation:	
Approve	

Prepared for: S. Van Zant **Prepared by:** S. Van Zant

Political Processes

The Governing Board has a responsibility to actively advocate fiscal and public policy that supports the District's Districts and the children in the community. The Board shall be proactive in defining the District's advocacy agenda based on the District's vision and goals and the needs of the District and community. The Board's advocacy efforts shall be conducted in accordance with legal requirements.

No District funds, services, supplies, or equipment shall be used to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the District at an open and agendized Board meeting. The Board's discussion of the effect of such measures shall include an opportunity for staff and members of the public to speak on all sides of the issue. At that meeting, the Board may adopt a position or resolution in support of or in opposition to a ballot measure. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal District procedures and consistent with regular District practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

The Superintendent or designee may use District resources to provide students, parents/guardians, and community members with fair and impartial information related to ballot measures, including information about the impact of ballot measures on the District. (Education Code 7054)

In preparing or distributing such informational material, the Superintendent or designee shall analyze the material to help ensure that it is an appropriate informational activity, provides a fair analysis of the issues, and does not advocate passage or defeat of a measure or candidate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, District resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

Political activity related to District bond measures shall, in addition to the above, be subject to the following conditions:

- 1. The Superintendent or designee may research, draft, and prepare a District bond measure or other initiative for the ballot, but shall not use District resources to influence voters or otherwise campaign for the measure.
- 2. Upon request, Board members and District administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)

If the presentation occurs during working hours, the employee representing the District shall not urge a citizens' group to vote for or against the bond measure.

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3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any District measure. (Elections Code 9501)

Legislation

The Board's responsibility as an advocate for the District may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or designee shall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate District positions and concerns.

The Board and Superintendent shall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the District may work with organizations and coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

The District may provide fair and impartial information about legislative issues affecting Districts and children and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the District.

As necessary, the Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the District's interests.

Legal Advocacy

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the District may join with other Districts or parties in order to resolve the issue through litigation or other appropriate means.

Political Forums

Forums on political issues may be held in District facilities as long as the forum is made available to all sides of the issue on an equitable basis. (Education Code 7058)

Sausalito Marin City School District

Agend	la Item:	11.03	Date: October 14, 2014
	Pupil Se Personn Financia Curricul		Consent Agenda
Item I	Requires	Board Action:	Item is for Information Only: X
Item:		Policy (BP) and Administrativns – Solicitation of Funds fro	ve Regulation (AR) 1321 – Community m and by Students
Backg	round:		
_		n-going effort to review our pative Regulation 1321.	policies, we will continue with Board Policy
There	are no su	bstantive changes from previous	ious policy.
Fiscal	Impact:	:	
Undet	ermined		
Recon	nmendat	ion:	
First Read			
_		S. Van Zant S. Van Zant	

Solicitation Of Funds From And By Students

The Governing Board recognizes that student participation in fund-raising activities for the schools and nonprofit, nonpartisan charitable organizations can help develop a sense of social responsibility in students, enhance the relationship between the school and community, and contribute to the improvement of the school program.

Whether solicitations are made on behalf of the school or on behalf of a charitable organization, students shall not be barred from an event or activity because they did not participate in fund-raising. Potential donors, including parents/guardians and members of the community, should not be unduly pressured to contribute to the school system or charitable organizations. Staff is expected to emphasize the fact that donations are always voluntary.

The Superintendent or designee shall ensure that parents/guardians are informed of the purpose of fund-raisers.

Solicitations on Behalf of the School

With the prior written approval of the Superintendent or designee, official school-related organizations may organize fund-raising events involving students.

After the fund-raiser has been held, parents/guardians shall be informed how much money was raised and how it was spent.

Solicitations on Behalf of Charities

When approved in advance by the Superintendent or designee, nonprofit, nonpartisan organizations that are properly chartered or licensed by state or federal law may solicit students on school grounds during school hours and within one hour before school has opened and one hour after school has closed. (Education Code 51520)

Solicitation Of Funds From And By Students

The Superintendent or designee shall approve all fund-raising activities at least 15 days before the activity. If the event involves a contract with a commercial vendor, the Superintendent or designee shall review the contract.

In order to minimize interruptions to the educational program, staff shall limit fund-raising activities to appropriate time periods designated by the principal.

No student shall be required to raise a specified amount of money in order to participate in an activity sponsored by a school-related organization.

Students engaged in fund-raising activities on behalf of the school or for school-related projects are expected to be courteous and respectful towards all individuals and businesses.

Door-to-Door Sales

Students under 16 years old may engage in door-to-door sales of newspaper or magazine subscriptions, candy, cookies, flowers or other merchandise only under the following conditions:

- 1. The students shall work in pairs, as a team, on the same or opposite side of the street. (8 CCR 11706)
- 2. The students shall be supervised by an adult, with one adult for every crew of 10 or fewer students. (8 CCR 11706)
- 3. The students must be within the sight or sound of their adult supervisor at least once every 15 minutes. (8 CCR 11706)
- 4. The students shall be returned to their respective homes or meeting places after each day's work. (8 CCR 11706)
- 5. The students shall not engage in door-to-door sales after dark.
- 6. The students shall not work outside of their immediate neighborhood.
- 7. Students in grades K-8 shall not be involved in any door-to-door sales or solicitations.

Sausalito Marin City School District

Agenda Item: 11.04	Date: October 14, 2014
Correspondence Reports General Functions Pupil Services Personnel Services Financial & Business Procedures Curriculum and Instruction X Policy Development	Consent Agenda
Item Requires Board Action:	Item is for Information Only: X
Item: Board Policy (BP) 1325 - Commun	ity Relations – Advertising and Promotion
Background:	
As part of an on-going effort to review our p 1325.	policies, we will continue with Board Policy
There are no substantive changes from previous	ious policy.
Fiscal Impact:	
Undetermined	
Recommendation:	
First Read	

Prepared for: S. Van Zant **Prepared by:** S. Van Zant

Advertising And Promotion

The Governing Board establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by nonschool groups in school-sponsored publications, web sites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

Limited Public Forum

The Board desires to promote positive relationships between school schools and the community in order to enhance community support and involvement in the schools. The Superintendent or designee may approve:

- 1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians.
- 2. Distribution of promotional materials of a commercial nature to students or parents/guardians
- 3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards
- 4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media
- 5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply school endorsement of the group's activities, products, or services. School- and school-sponsored publications shall include a disclaimer stating that the school or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution any materials or advertisements that:

- 1. Are lewd, obscene, libelous, or slanderous
- 2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
- 3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act
- 4. Proselytize or position the school on any side of a controversial issue
- 5. Discriminate against, attack, or denigrate any group on account of any unlawful consideration
- 6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children
- 7. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy
- 8. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the school, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.