



**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, November 10, 2015**

- 5:00 p.m. Open Session – Bayside/Martin Luther King School Conference Room
- 5:01 p.m. Closed Session – Bayside/Martin Luther King School Conference Room
- 6:00 p.m. Open Session – Bayside/Martin Luther King School Library

**I. OPEN SESSION – Call to Order**

**II. CLOSED SESSION – AGENDA**

- 1. With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54957: **Personnel – Superintendent’s Evaluation**
- 2. With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54956.9(b): **Conference with Legal Counsel – Anticipated Litigation**

**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**

**4. REPORTS**

- 4.01 SMCTA
- 4.02 CSEA
- 4.03 Director of Maintenance
- 4.04 Superintendent

- 4.05 Principal
- 4.06 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 agendaized. The members of the Governing Board may ask a question for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting on any matter or take action directing staff to place a matter of business on a future agenda. Governing Board members may make brief announcements or briefly report on his/her own activities as they relate to school business.

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

## 6. GENERAL FUNCTIONS

- 6.01 Consent agenda: \*6.03,\*9.04, \*9.05,\*10.01
- 6.02 Agreement with Fagan Friedman and Fulfrost - Action
- \*6.03 Minutes of the October 13, 2015 Board Meeting, the October 21 and October 27 Special Board Meetings and the October 21, 2015 Facilities Committee Meeting

## 7. PUPIL SERVICES

## 8. PERSONNEL

- 8.01 Superintendent's Contract - Action

## 9. FINANCIAL & BUSINESS

- 9.01 Resolution 723- Agreement with Plan Member Services for a District 457(b) Plan- RC
- 9.02 Agreement with Cody Anderson Wasney Architects - Action
- 9.03 Memorandum of Understanding with Willow Creek Academy – Action
- \*9.04 Payment of Warrants – Batches 15-19
- \*9.05 Quarterly Report: Williams Uniform Complaints Act

## 10. CURRICULUM AND INSTRUCTION

- \*10.01 Field Trips

## 11. POLICY DEVELOPMENT

- 11.01 Board Policy and Administrative Regulation 0420 - Philosophy, Goals, Objectives and Comprehensive Plans – School Plans/Site Councils – Action
- 11.02 Board Policy 7210 – Facilities Financing – Action
- 11.03 Board Policy and Administrative Regulation 0410 - Philosophy, Goals, Objectives and Comprehensive Plans – Nondiscrimination in District Programs and Activities – First Read
- 11.04 Board Policy and Administrative Regulation 5145 – Students – Nondiscrimination/Harassment – First Read
- 11.05 Administrative Regulation 6145.2 – Instruction – First Read

## 12. FUTURE MEETING

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

The next Regular Meeting of the Board of Trustees will be on Tuesday, December 8, 2015, in the Bayside/Martin Luther King School Library

### 13. 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](http://www.smcsd.org). In addition, if you would like a copy of any record related to an item on the agenda, please contact the Administrative Assistant to the Superintendent at 415-332-3109*

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

**Sausalito Marin City School District**

**Agenda Item:** 6.02

**Date:** November 10, 2015

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

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

**Item:** Agreement – Fagan Friedman and Fulfrost (FFF)

**Background:**

This agreement allows us to use the law firm of Fagan Friedman and Fulfrost on issues involving Special Education. FFF has a long-standing and successful practice in matters concerning this vital interest to the district

**Fiscal Impact:**

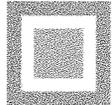
Unknown

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sausalito-Marín City School District (“Client”) and the law firm of Fagen Friedman & Fulfrost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2015:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.
3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.
5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**6. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**7. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Sausalito –Marin City School District

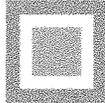
Fagen Friedman & Fulfroost LLP

\_\_\_\_\_  
Mr. Steve Van Zant, Superintendent

\_\_\_\_\_  
Jan E. Tomsky, Partner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



PROFESSIONAL RATE SCHEDULE

**Sausalito-Marín City School District  
(Effective July 1, 2015)**

1. HOURLY PROFESSIONAL RATES

**Client agrees to pay Attorney by the following standard hourly rate:**

<b>Associate</b>	<b>\$215 - \$235 per hour</b>
<b>Partner</b>	<b>\$275 - \$300 per hour</b>
<b>Of-Counsel</b>	<b>\$300 per hour</b>
<b>Paralegal/Law Clerk</b>	<b>\$135 - \$155 per hour</b>
<b>Education Consultant</b>	<b>\$175 per hour</b>
<b>Communication Services Consultant</b>	<b>\$235 per hour</b>

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client. **Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:**

<b>Associate</b>	<b>\$2,250(discounted from \$2,350)</b>
<b>Partner</b>	<b>\$2,750 (discounted from \$3,000)</b>

3. COSTS AND EXPENSES

<b>In-office Photocopying</b>	<b>\$0.25 per page</b>
<b>Facsimile</b>	<b>\$1.00 per page</b>
<b>Postage</b>	<b>Actual Usage</b>
<b>Mileage</b>	<b>IRS Standard Rate</b>

**Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.**

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
BOARD MEETING MINUTES  
October 13, 2015**

**ATTENDANCE**

Board Members Present: Caroline Van Alst, William Ziegler, Thomas Newmeyer, Ida Times

Absent Joshua Barrow

Superintendent: Steve Van Zant

The meeting was called to order at 5:00 p.m.

**CLOSED SESSION**

The Board and Superintendent convened closed session at 5:01 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 6:05 p.m.

**REPORT OUT OF CLOSED SESSION**

Trustee Van Alst announced that no action was taken in closed session.

**PLEDGE OF ALLEGIANCE**

Trustee Times led the Pledge of Allegiance.

**AGENDA ORDER**

The agenda order was approved.

**BOARD COMMUNICATIONS**

Trustee Times said she attended the Performing Stars of Marin 25<sup>th</sup> anniversary party. Community members came together and celebrated this wonderful local resource for our children, she told the board.

Trustee Newmeyer said that the letter from Terena Mares at the Marin County Office of Education, which formally accepted the district's 2015-2016 budget, erroneously contained a paragraph from last year's letter. He asked that this error be recorded in the board meeting's minutes.

**MAINTENANCE REPORT**

Alan Rothkop, the director of maintenance and operations, said that the district is working to retrieve all the tangible property that can be saved following the fire at 33 Buchanan. The district has purchased a large container to store all maintenance equipment and supplies. The container will be placed in the parking lot at 33 Buchanan.

Trustee Ziegler asked if there was an inventory of the tools we had prior to the fire. Mr. Rothkop said that we did not have a written inventory. Trustee Van Alst suggested that we start an inventory of all our equipment for the future.

Four heavy duty trash cans have been purchased for Willow Creek. These will be secured to the asphalt so that they are not tipped over by animals, creating a mess.

**SUPERINTENDENT'S REPORT**

Superintendent Van Zant thanked Judy Shils of Conscious Kitchen for allowing the district to use her office before renting temporary office space at 3030 Bridgeway.

### **CONSCIOUS KITCHEN REPORT**

Judy Shils, director of Conscious Kitchen, gave a Power Point presentation of the cafeteria program. She said that there was enormous response to a press release about the program the press, schools and the public. The start of the program at Willow Creek Academy this year was the second milestone in the history of Conscious Kitchen. As a result of growing public interest, we hosted a webinar for school districts, she told the board. I could not have done this without the support of the district, she concluded.

### **PRINCIPAL'S REPORT**

Principal Jonnette Newton gave an update on school attendance. She shared a chart showing tardiness and absences last year vs. the same period this year. She also shared information regarding the number of children walking to school and eating breakfast here. She said: There are many more students eating breakfast at school this year. Attendance is much better. We are working on the issue of tardiness with a few students who are repeat offenders. At 9:30 AM every morning, we have automatic calls going out to the homes of absent students. Every afternoon, we call the parents of absent or tardy students. These procedures keep us informed about the students and their families and what is happening in their lives. Middle schoolers get detention for being consistently late. In the case of younger students, we work with their parents and set up meetings with them to discuss their children.

She continued: Assessments are ongoing and report cards will go out in November. Dr. Thornton and I visited the Tamalpais High School principal to talk about preparing our students for high school. We plan to have Tam administrators come here to talk to some of the parents of our former students who are now at Tam.

Trustee Van Alst said she heard that lack of transportation is a challenge for some of our students who are now at Tam, because they cannot attend sports and other extracurricular activities. Principal Newton agreed and added that some are not comfortable in the Tam clubs, so we are working to have clubs at Bayside MLK Jr. Academy to better prepare them for the culture at Tam.

Teacher Ellen Franz announced that as of November 2015, we expect to have \$15K in our non-profit foundation dedicated to the arts, the Center for Excellence. We will have a benefit sale on October 24th, with proceeds going to the Center, she told the board.

### **CONSENT AGENDA**

**Roll Call /Ziegler/Times, 4 Ayes, 0 Nos, 1 Absent to approve the following consent agenda items:**

Minutes of the September 8, 2015 and September 23, 2015 Board Meetings  
Payment of Warrants – Batches 9-14

### **California Voting Rights Act**

Superintendent Van Zant said that the board should start thinking about the provisions of the California Voting Rights Act, as it is a vital issue for a school board. Trustee Newmeyer said that as it stands, the composition of

the board pretty accurately represents the population of Sausalito Marin City. Trustee Ziegler suggested that we create an executive summary of our obligations under the act.

**FINANCIAL & BUSINESS**

**CBEDS/Enrollment Report**

Paula Rigney explained that the CBEDS report shows that our enrollment increased by 5 students over last year.

**Field Trips**

Trustee Van Alst said that it might be helpful to have the cost of field trips in the budget so that the board can look at this information before approval.

**Newmeyer/Times/All to approve Field Trips**

**CURRICULUM & INSTRUCTION**

Trustee Times asked if it would be possible for teachers to come to board meetings to talk about curriculum and instruction. Superintendent Van Zant said perhaps we can take one subject in the curriculum for each month and have the teachers give a report.

**POLICY DEVELOPMENT**

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

Board Policy and Administrative Regulation 0420 - Philosophy, Goals, Objectives and Comprehensive Plans – School Plans/Site Councils

Board Policy 7210 – Facilities Financing

**ADJOURNMENT**

**Newmeyer/Ziegler/All to adjourn the meeting at 7:18 p.m.**

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
October 21, 2015**

**ATTENDANCE**

Board Members Present: Caroline Van Alst, William Ziegler, Thomas Newmeyer, Joshua Barrow,  
Ida Times

Superintendent: Steve Van Zant

The meeting was called to order at 3:31 p.m.

**FINANCIAL & BUSINESS**

Selection of Architect

Trustees listened to presentations from four architecture firms regarding the building of a new district office at 33 Buchanan Drive and the modernization of facilities at Willow Creek Academy. The bidding firms were:

Axia Architects, Santa Rosa  
Cody Anderson Wasney, Palo Alto  
MK Think, San Francisco  
WLC Architects, Berkeley.

**ADJOURNMENT**

Newmeyer/Ziegler/All to adjourn the meeting at 5:20p.m.

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
FACILITIES COMMITTEE MEETING MINUTES  
October 21, 2015**

**ATTENDANCE**

Board Members Present: Caroline Van Alst, William Ziegler

Superintendent: Steve Van Zant

The meeting was called to order at 3:01 p.m.

**FACILITIES**

Trustees discussed the relevant criteria and questions to be used during the interview process for architects at the special board meeting later in the day, when several firms presented their proposed plans for the District's facilities.

**ADJOURNMENT**

The meeting was adjourned at 3:20 p.m.

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
October 27, 2015**

**ATTENDANCE**

Board Members Present: Caroline Van Alst, William Ziegler, Thomas Newmeyer

Absent: Joshua Barrow, Ida Times

Superintendent: Steve Van Zant

The meeting was called to order at 3:21 p.m.

**FINANCIAL & BUSINESS**

Selection of Architect

Trustees listened to presentations from two architecture firms, Cody Anderson Wasney and WLC Architects regarding the district's plans for building a new district office and the modernization of facilities at the Willow Creek Academy campus.

Following the presentations, the board discussed the merits of each firm and decided to award the contract, pending the passage of a bond measure, to Cody Anderson Wasney of Palo Alto.

**ADJOURNMENT**

**Newmeyer/Ziegler/All to adjourn the meeting at 5:09 p.m.**

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Signature/Date

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Title

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
 [Education Code § 35186(d)]

District: Sausalito Marin City

Person completing this form: Steve Van Zant Title: Superintendent

Quarterly Report Submission Date:  July 2015  
 October 2015  
 January 2016  
 April 2016

Date for information to be reported publicly at governing board meeting 11/10/2015

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

Steve Van Zant  
 \_\_\_\_\_  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

11/10/2015  
 \_\_\_\_\_  
 Date

**Sausalito Marin City School District**

**Agenda Item:** 8.01

**Date:** November 10, 2015

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

**Item Requires Board Action:**

**Item is for Information Only:**

**Item:** Superintendent's Contract

**Background:**

The superintendent and board have agreed to extend the superintendent's contract until, June 30, 2017. In addition, the contract will be reduced from 60% to 40% FTE with the board having the option to buy additional days at the current daily rate, should it become necessary.

**Fiscal Impact:**

Savings of approximately \$50,000

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

**Sausalito Marin City School District**

**Agenda Item:** 9.01

**Date:** November 10, 2015

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

**Item Requires Board Action:**  X       **Item is for Information Only:**

**Item:** Resolution 723 – District 457(b) Plan

**Background:**

This resolution will authorize the Sausalito Marin City School District to offer district employees the option of an IRS Section 457(b) plan through Plan Member Services. This resolution authorizes district employees to be offered consultation in financial literacy, financial wellness and retirement planning.

**Fiscal Impact:**

None

**Recommendation:**

Approve

**Prepared for:** Steve Van Zant

**Prepared by:** P. Rigney

# SAUSALITO MARIN CITY SCHOOL DISTRICT

## RESOLUTION 723

### RESOLUTION OF THE BOARD OF EDUCATION OF THE SAUSALITO MARIN CITY SCHOOL DISTRICT AUTHORIZING THE NECESSARY CHANGES TO ESTABLISH A DISTRICT 457(b) PLAN AND ESTABLISH A FINANCIAL LITERACY PROGRAM FOR EMPLOYEES

**WHEREAS**, the Governing Board of the Sausalito Marin City School District ("District"), designated as a governmental employer as defined in Section 457(e)(1)(A) of the Internal Revenue Code as amended (the "Code"), desires to adopt and maintain a non-qualified deferred compensation plan under IRC Section 457(b) in which employees are permitted to make voluntary salary reductions; and

**WHEREAS**, the Sausalito Marin City School District desires to establish the 457 plan with PlanMember Services as an investment provider in the plan and to implement a Financial Literacy and Financial Wellness program designed to increase participation in the program and to assist employees in better understanding their retirement; and

**WHEREAS**, The Board, District officials, or other District employees, make no representations or recommendations and bear no responsibility for any employee's selection of specific investment options made available under the 457 Plan and further makes no representations to employees about the advisability, appropriateness or income tax consequences of any 457(b) account to which contributions are made;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Sausalito Marin City School District, as follows:

1. All of the recitals herein contained are true and correct and the Board of Education of the District so finds.
2. The 457(b) plan is hereby adopted and the Superintendent of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things which they may deem necessary or advisable, including the execution of documents, in order to allow for Plan Member Services as an investment provider in the plan and who shall also provide the financial literacy and financial wellness program.
3. That this Resolution is hereby adopted, approved, supersedes and replaces any and all prior resolutions and plans of the District authorizing the establishment of providers for the 457(b) Plan for its employees.
4. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Governing Board of the Sausalito Marin City School District this 10<sup>th</sup> day of November, 2015.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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Caroline Van Alst, President  
Governing Board Sausalito Marin City School District

I, Steve Van Zant, Secretary of the Governing Board of the Sausalito Marin City School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on November 10, 2015.

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Steve Van Zant, Secretary  
Governing Board Sausalito Marin City School District

**Sausalito Marin City School District**

**Agenda Item:** 9.02

**Date:** November 10, 2015

- Correspondence
  - Reports
  - 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 Cody Anderson Wasney Architects (CAW)

**Background:**

This agreement allows us to use Cody Anderson Wasney Architects (CAW) for district-wide architectural services. The District voted at the special board meeting on October 27<sup>th</sup> to select this firm as the district architect.

**Fiscal Impact:**

Unknown

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

November 6, 2015

Steve Van Zant  
Superintendent  
Sausalito Marin City School District  
3030 Bridgeway  
Sausalito, CA 94965

**RE: PROPOSAL FOR PROFESSIONAL SERVICES: FACILITIES MASTER PLANNING FOR WILLOW CREEK ACADEMY AND BAYSIDE/MLK SCHOOLS**

Dear Steve

We are pleased to submit our proposal to provide planning services to develop both the Willow Creek Academy school site and the Bayside MLK Schools. We greatly appreciate this opportunity to work with the Sausalito Marin City School District and to hopefully build a long-lasting, professional relationship. We are excited to explore the many challenging possibilities both campuses present, especially at Willow Creek, to fit new educational program on a challenging site. We look forward to collaboratively work with you to further shape the future of your school facilities.

#### **PROJECT DESCRIPTION**

With the District looking to improve their existing school facilities, a critical first step will be to conduct a planning process to understand the needs of each school community and create conceptual solutions to meet these needs. Documenting this exercise in a master planning report will form the basis to pursue a local bond measure to obtain funding. Through a series of site investigations, and stakeholder workshops, we would develop a group of strategic objectives and programmatic goals for each school site. From these goals and objectives, we then collaboratively generate a group of project scopes that balance the needs with practical expectations.

This process is informed by a wide range of technical data, including demographics projections, existing conditions surveys, classroom counts, and funding capabilities. Project scopes are estimated and then prioritized to ultimately form the list of work to be implemented with a future bond program.

Design concepts at this stage are highly conceptual, and typically developed at a plan-view only. How the projects will physically look, will be developed at a later design stage. The goal of this overall effort is to collaboratively understand the true needs of each site, develop current cost modeling of these projects, and then prioritize the most important needs to fit the funding available.

This stage of the work would culminate with a succinct report that captures the goals, projects, costs, and priorities, and implementation plan. This document becomes the road map for both a successful bond election and a successful capital program.

## **PROPOSED SCOPE OF ARCHITECTURAL SERVICES**

To accomplish this study, we propose the following tasks:

### TASK 1- EXISTING CONDITIONS AND DOCUMENTATION REVIEW

- Review of existing documents, studies and reports
- Tour the school site to familiarize our team with the layout, configuration, and flow of students.
- Develop site plan backgrounds and existing conditions drawings to be used in the master planning process.
- We will visually review and confirm existing conditions drawings and develop CADD backgrounds of the buildings from District record drawings.
- We will conduct a site review to determine existing deficiencies with the buildings and the site. This will form the needs assessment. This will be in conjunction with engineering consultants.

### TASK 2 - MASTER PLANNING MEETING WORKSHOPS

- Plan, lead and document four workshop meetings with select District staff and designated stakeholders from Willow Creek Academy
- Plan lead and document two workshop meetings with select District staff and designated stakeholders from Bayside / MLK.
- Meetings will explore project goals, constraints, priorities, and design concepts.
- Goal will be to capture a clearly defined vision that results in a master plan design concept.

### TASK 3 - CONCEPT DEVELOPMENT

- Prepare a range of design concepts illustrating different site plans to solve the goals, constraints and priorities identified in the meeting workshops.
- We have estimated approximately 3 different concepts to be illustrated in 2D site plan format. We have assumed up to 3, 3-dimensional renderings to be used for marketing purposes by the District.

### TASK 4 - TECHNICAL SCOPING, PHASING, CONCEPTUAL ESTIMATING

- Based on the outcomes from the master plan concepts developed in Task 3, we will develop conceptual phasing plans that strive to minimize temporary housing and impacts on both campuses.

#### TASK 5 - CONCEPTUAL ESTIMATING AND SCOPE PRIORITIZATION

- Prepare a single cost estimate for the preferred master plan concept.
- Plan, lead, and document one workshop with the District to help prioritize the scope packages to fit the bond program.

#### TASK 6 - FINALIZING AND DOCUMENTING THE MASTER PLAN

- Prepare a written report that summarizes the goals, design options, and master planning process, and outcomes.
- Present the master plan at one Board of Trustees Meeting.

#### **SCHEDULE**

We outline below a preliminary schedule and work plan to efficiently develop master plan, following the tasks outlined above. We plan to complete our update by mid-April 2016, with a final board presentation in April. This schedule can adjust based upon the decision making processes within the District. Key milestones we foresee include:

- December 2015: Kickoff with stakeholder groups at each school site
- December 2015: Site Surveys, Field Investigations, Campus Observations.
- January 2016 - March 2016: Workshops with school stakeholder groups
- April 2016: Present Conceptual Projects and Draft Plan to Board of Trustees
- April 2016: Publish Master Plan Report

Concurrently with this schedule, we recommend the District develop a formal funding plan under the guidance of a local funding consultant who specializes in local bond funding. This will establish the funds available to the District.

#### **PROJECT ASSUMPTIONS AND EXCLUSIONS**

We have made the following assumptions and exclusions which forms part of our proposal.

- With the short turnaround timeframe for this proposal, we were unable to secure fee proposals from a cost estimator, MEP engineer, civil engineer, or structural engineer. These consultants will be required to complete the study. We have included fee allowances for each sub-consultant, which we will adjust once we receive actual proposals for the work.
- We have excluded funding consultants (state and local), landscape architects, and other specialty consultants except those listed above.

- We assume each workshop will last approximately 4 hours and occur every 3 to 4 weeks.
- The District will provide a separate a current topographic survey for the Willow Creek Campus. This will be necessary to develop conceptual design solutions.
- The District will provide PDF hardcopy drawings of the existing campuses. We have planned to visually review the as-built conditions against the drawings. However we have excluded the costs to field measure the campus.
- We have planned for three, 3D conceptual renderings of the select projects to be used for marketing the bond measure.
- The District will provide additional studies if required during this planning phase to help ascertain the scope and cost. These could include hazardous materials surveys, geotechnical surveys, and similar reports.
- We assume that each workshop to be conducted in an all-day format.
- Services beyond the scope outlined in this proposal and beyond this outlined schedule are excluded at this time. Once we understand the projects to move forward and the anticipated timeline, we can augment our services more accurately.

**SUMMARY OF FEES**

Based on our proposed scope of services, we propose to complete this project as a fixed fee in the amounts listed below.

**ARCHITECTURAL PLANNING SERVICES**

Task 1 - Existing Conditions and Documentation Review	\$5,800.00
Task 2 - Master Planning Meeting Workshops	\$23,400.00
Task 3 - Concept Development	\$15,000.00
Task 4 - Technical Scoping, Phasing, and Cost Estimating	\$3,500.00
Task 5 - Finalizing and Documenting the Master Plan	\$8,000.00
<b>SUBTOTAL ARCHITECTURAL PLANNING SERVICES</b>	<b>\$55,700.00</b>

**CONSULTANT EXPENSE ALLOWANCES**

Cost Estimating Consultant Allowance	\$20,000.00
MEP Engineering Allowance	\$10,000.00
Structural Engineering Allowance	\$5,000.00
10% Consultant Markup	\$3,500.00
<b>SUBTOTAL CONSULTANT EXPENSES</b>	<b>\$38,500.00</b>

**TOTAL PROFESSIONAL SERVICES** **\$94,200.00**

**REIMBURSABLE EXPENSES (allowance)** **\$1,000.00**

**TOTAL FEE** **\$95,200.00**

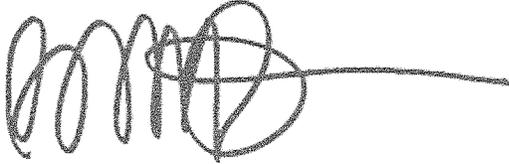
A detailed breakdown of staff hours and tasks are attached to this proposal. We will bill monthly based on the hours complete. We invoice consultants and reimbursable expenses at cost plus 10%. Our reimbursable expense allowance is established for printing and shipping costs. We do not charge for travel or mileage within the greater Bay Area.

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*Mr. Steve Van Zant  
November 6, 2015  
Page 6 of 7*

We have set this scope and effort based on our understanding of the District's expectations for this update. Should you be in agreement, we would ask that you provide authorization on the signature space provided below. We greatly appreciate this opportunity to work with the Las Lomas School District and look forward to advancing the master plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brent McClure', with a long horizontal line extending to the right.

Brent McClure AIA  
Principal  
Cody Anderson Wasney Architects, Inc.

***Authorization to proceed***

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*Steve Van Zant  
Superintendent  
Sausalito Marin City School District*

# BREAKDOWN OF STAFF HOURS & TASKS

	<i>Billing Rate:</i>	<i>Hours Per Task:</i>	<i>Total Cost:</i>
<b>TASK 1 - EXISTING CONDITIONS AND DOCUMENTATION REVIEW</b>			
Principal	\$225	8	\$1,800
Project Architect	\$150	16	\$2,400
Designer / Draftsperson	\$100	16	\$1,600
		40	\$5,800
<b>TASK 2 - MASTER PLANNING MEETING WORKSHOPS</b>			
Principal	\$225	24	\$5,400
Project Architect	\$150	80	\$12,000
Designer / Draftsperson	\$100	60	\$6,000
		164	\$23,400
<b>TASK 3 - CONCEPT DEVELOPMENT</b>			
Principal	\$225	16	\$3,600
Project Architect	\$150	60	\$9,000
Designer / Draftsperson	\$100	24	\$2,400
		100	\$15,000
<b>TASK 4 - TECHNICAL SCOPING, PHASING, COST ESTIMATING</b>			
Principal	\$225	4	\$900
Project Architect	\$150	12	\$1,800
Designer / Draftsperson	\$100	8	\$800
		24	\$3,500
<b>TASK 5 - FINALIZING AND DOCUMENTING THE MASTER PLAN</b>			
Principal	\$225	16	\$3,600
Project Architect	\$150	24	\$3,600
Designer / Draftsperson	\$100	8	\$800
		48	\$8,000
<b>TOTAL ARCHITECTURAL FEE</b>			<b>\$55,700</b>

**Sausalito Marin City School District**

**Agenda Item:** 9.03

**Date:** November 10, 2015

- Correspondence
- Reports
- General Functions
- Pupil Services
- Personnel Services
- Financial & Business Procedures
- Curriculum and Instruction
- Policy Development

Consent Agenda

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

**Item:** Memorandum of Understanding with Willow Creek Academy

**Background:**

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

In July of 2014, after months of intense work, we agreed to a set of bullet points to serve as a placeholder until a final MOU could be finalized. We are now in the second fiscal year, and these bullet points have continued to serve as our operating principles.

Key factors in this MOU are WCA’s willingness to freeze per student ADA revenues so that the District can adjust to the loss of grants, the handing off of custodial services to WCA, agreements that we will work together to create economies of scale in areas such as technology and certain instructional strands, a revenue- sharing plan based on the Local Control Funding Formula (LCFF) ratios to ensure equity and needs-based assignment of funds, and many other areas such as special education and facilities.

It is our intent that this agreement will usher in a new era of cooperation between the schools and allow us to turn our focus back onto the needs of ALL of our students. Therefore, we recommend approval of the final MOU for 2014-2020.

**Fiscal Impact:**

Undetermined – in “year one”, the “supplemental grant” will be reduced and is being eliminated by “year two” as WCA and the District become more dependent on the State schedule of implementation of LCFF to determine equitable division of resources.

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

**MEMORANDUM OF UNDERSTANDING**  
**SAUSALITO MARIN CITY SCHOOL DISTRICT**  
**AND**  
**WILLOW CREEK ACADEMY**

This Agreement is executed by and between the Board of Trustees of the Sausalito Marin City School District (hereinafter referred to as “District”) and the Willow Creek Academy, a Public Benefit Corporation (hereinafter referred to as “WCA”).

**RECITALS:**

- A. The Sausalito Marin City School District is a school district existing under the laws of the State of California, hereinafter referred to as the District.
- B. WCA is a charter school established under the laws of California and operates as a non-profit public benefit corporation.
- C. WCA has an intent and purpose to serve all students residing within the District, specifically both the Marin City and Sausalito communities. A priority is to recruit and enroll students residing within District boundaries.
- D. The parties to this Agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- E. By approving WCA’s charter renewal petition, the District becomes the sponsoring district of WCA. This Agreement is intended to outline the parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.
- G. The parties recognize and agree that WCA is open to all students regardless of race, religion, sex, disability or ethnic origin and that such provisions of non-discrimination shall apply as well to employment.
- H. WCA recognizes that the District at all times retains the right to provide notice of revocation and a reasonable opportunity to cure any deficiencies in compliance with the California Education Code, the charter and this Agreement.

- I. This MOU replaces all prior agreements and amendments between the parties, including the 2009-2014 Facilities Use Agreement.
- J. The purpose of this Agreement is to address the legal requirements of the business relationship between the District and WCA and to specify the obligations of the District and WCA to the extent required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, WCA and the District do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This Agreement shall commence on July 1, 2014, and shall expire June 30, 2019. This Agreement must be fully ratified and executed by November 30, 2015, by both parties.
- B. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties.
  - 1. The duly authorized representative of WCA is the Board of Directors of WCA or designee identified in writing. For purposes of amendment of this Agreement, the WCA Board is required to take action.
  - 2. The duly authorized representatives of the District are the District Board of Trustees and Superintendent or designee. For purposes of amendment of the charter or this MOU, the District Board is required to take action.
  - 3. By February 1 of each year of the term hereof, both parties shall present any proposed revisions to this MOU. Both parties recognize the importance of ensuring an up-to-date MOU is in place for each school year and will make a good faith effort to finalize agreed upon changes to the MOU by July 1 of each year. The proposed changes shall be discussed at the first District Board meeting in February. If there is no agreement approved by both Boards by July 1 of each year, this MOU will continue in full force and effect through the next year of the term of the MOU but not beyond June 30, 2019.
- C. It is understood that WCA has a Charter with a five-year term, expiring on June 30, 2019. The parties recognize that the Charter and this Agreement contain specific, distinct information. To the extent that any of the terms of this MOU may vary from the terms of the Charter, both Parties shall meet to achieve consistency. Pending such action, the terms of the MOU shall prevail. Enforcement of the provisions of the Charter and this agreement including any issue of possible revocation shall be in accordance with the California Education Code and state law.

## II. DESIGNATION OF SCHOOL

- A. The charter school formed pursuant to this Agreement is known as the Willow Creek Academy and shall be referred to as Willow Creek Academy or WCA. WCA shall be responsible for all functions of the WCA subject to the terms and conditions set forth in this Agreement. WCA is a direct funded charter school.
- B. Grade Levels: WCA offers a K-8 program.
- C. WCA shall provide a list of students enrolled and the district of residence for each student. Such information shall be provided by the first of each month in time for presentation at the first regularly scheduled board meeting of the District Board in September of each year of the term hereof. The list shall indicate which students are residents of the District. The WCA person responsible for providing this information is the Head of School or designee specified in writing.
- D. The Educational program and grade level offerings shall be in compliance with the charter approved by the District and subsequently authorized amendments, if any.
- E. Number of Instructional Days/Number of Instructional Minutes: WCA agrees to provide a school program that operates for at least the minimum number of days required by law and operates for at least the minimum number of minutes required by law per grade level.

## III. FUNDING

- A. It is the policy of the District to allocate resources equitably and without regard to which public school (charter or traditional) students attend, or where students live within the District.
- B. Definitions:
  - 1. **Bayside/MLK:** Bayside Martin Luther King, Jr. Academy.
  - 2. **Basic Aid Excess:** Total Revenue of the District less the following: a) State mandated Local Control Funding Formula (“LCFF”) revenue amounts allocated to each school b) Special Education Costs c) District Overhead c) District Facilities Costs and Capital Expenditures paid from the General Fund d) Restricted Funding Grants.
  - 3. **Restricted Funding Grants:** grants or other funds received and dedicated for a specific school (e.g. restricted for specific expenses at Bayside/MLK or pass-through funding for WCA).

4.**District Facilities Costs:** includes technology infrastructure, ongoing and deferred maintenance, utilities and capital expenditures on facilities, furniture, fixtures and equipment. Both parties will use reasonable efforts to reach a mutual agreement in writing as to an equitable allocation of resources in these areas with the goal of reasonable equivalency in facilities between the two schools. This mutual agreement is incorporated herein. It is understood that each school may apply for their own grants and/or private fundraising to implement school specific improvements that are above and beyond District Facilities Costs, i.e., not to be subtracted from Total Revenue for purposes of calculating Basic Aid Excess.

5.**District Overhead:** includes the cost for District-specific personnel and services for accounting, oversight and shall not otherwise include any costs for services specific to the individual schools unless mutually agreed upon in a written addendum to this Agreement.

6.**Special Education Costs:** all costs spent by the District on Special Education Services for all students of the District, including students enrolled in and attending WCA.

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

8.**Total Revenue:** all revenue received by the Sausalito Marin City School District from whatever source.

9.**District Funding:** Public funds annually transferred from the District to WCA. This term shall not encompass capital expenditures, deferred maintenance or funding allocated for purposes other than day-to-day operation of WCA.

10. **LCFF Ratio:** the LCFF ratio is the ratio of total LCFF funds calculated for WCA to the total LCFF funds calculated for Bayside/MLK. The “prior year’s” LCFF ratio refers to the LCFF ratio at Period Two of the prior school year.

C. For fiscal years 2014-15 and 2015-16, District Funding to WCA will be a minimum of \$7,100 per ADA.

- D. If the Kindergarten out-of-district enrollment in WCA exceeds 10% of the total in-district Kindergarten enrollment at the first interim, WCA's share of Basic Aid Excess will be reduced for each student enrolled in excess of the 10% threshold. This reduction shall be a good faith approximation of the amount the District has not been reimbursed by the student's district of residence.
- E. District Funding per student for 2014-15 and 2015-16 will never be less than the greater of a) the current year funding level (as outlined in this section) or b) the total amount of funding that would have been paid for the previous year.
- F. Beginning in fiscal year 2016-2017 any Basic Aid Excess (determined at Budget Adoption, adjusted at First Interim and Second Interim and trued up when the District Financials are finalized) will be allocated between the WCA and Bayside/MLK at the prior year's Period 2 LCFF ratio and finalized at the current year Period 2 LCFF ratio. Any Basic Aid Excess will be paid to WCA monthly, starting in July 2016.
- G. If the 2014-15 or 2015-16 property tax revenue, excluding bond or parcel tax revenue, to the District increases by more than 2% from the prior year, the additional property tax revenue above the 2% threshold ("excess revenue") will be allocated to the District schools (WCA and Bayside/MLK) based on the ratio of Average Daily Attendance at the two schools for the year in which the excess revenue is accrued. For any excess revenue accrued in 2014-15 and paid in 2015-16, 50% of the portion allocated to WCA will be dedicated to facilities improvements. For any excess revenue accrued in 2015-16 and paid in 2016-17, the parties anticipate that a ~~similar proportion-portion~~ of the WCA share will be dedicated to facilities improvements, but the amount to be so dedicated shall be determined by the parties based on the circumstances at that time. Nothing in this section will affect the obligations of the District with respect to facilities under section VI below.
- H. Special Education Costs, District Overhead and District Facilities Costs will be paid by the District. Notwithstanding, if Basic Aid Excess for any fiscal year is anticipated to be zero or negative (as budgeted at the first interim budget) the District will work with WCA and Bayside/MLK to determine ways to cover Special Education Costs, District Overhead and District Facilities Costs with the express understanding that both schools will contribute an amount of their respective LCFF allocations to cover these District wide expenses.
- I. The District will endeavor to minimize all Facilities Costs and District Overhead, and to expend funds for special education as efficiently as possible consistent with the obligation to meet special education needs.

- J. Any District charges to WCA not specifically outlined in this agreement must be agreed upon by the District and WCA.

#### IV. LEGAL RELATIONSHIP

- A. The Parties recognize that WCA operates as a non-profit public benefit corporation in accordance with Education Code section 47604 and therefore WCA is a separate legal entity from the District. The parties further recognize that WCA has and shall maintain status as non-profit corporation as provided in Education Code 47604. In the event WCA amends or appends its Bylaws or its Charter, WCA shall provide the District with a true copy of such amendment and a Certificate of Resolution from the WCA Board to the District within thirty (30) days of adoption Education Code section 47607 states that “A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter.” Thus any material change must be submitted to the District for prior approval before such change may be effective.
- B. With respect to its operations under this Agreement, other than the shared services and special education services as described in the Education Code and Sections VI and VII below, , WCA shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys’ fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of WCA or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the sole negligence or willful misconduct of the District, its officers, directors and employees. The District shall be named as an additional insured under all insurance carried on behalf of WCA.WCA shall provide written confirmation of insurance for each school year and District named status on or before the first regularly scheduled District board meeting in August of each year. The parties recognize that WCA cannot operate if it does not have insurance.
- C. Any complaints/concerns received by the District about any aspect of the operation of WCA or about WCA shall be promptly forwarded by the District to the governing board of WCA. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that WCA inform the District of how such concerns/complaints were or will be addressed. WCA agrees to provide such information. The parties recognize that WCA shall not be obligated to release information that is determined by law to be confidential in nature and not subject to public release.
- D. Mediation: Prior to the filing of any litigation between the District and WCA the

parties agree to attempt to resolve the issues by way of non-binding mediation. Each party shall pay half the cost of mediation and agrees to participate in good faith for at least 12 hours of mediation. Each party shall be responsible for its own costs and expenses related to participation in mediation. The parties shall mutually agree on a mediator.

E. Jurisdiction: The parties agree that for all legal action the appropriate jurisdiction is Marin County, State of California.

F. In accordance with state law, the District maintains full authority to monitor the operation of WCA and shall have access within 5 work days to all records of WCA upon written request with reasonable notice.

#### V. FISCAL MONITORING/OVERSIGHT

A. The District and WCA agree that the District shall not act as fiscal agent for WCA. On or before August 1 of each year, WCA shall contract with a reputable firm knowledgeable about school finance, or other mutually acceptable arrangement, for all fiscal services of WCA including, but not limited to, payroll, purchase orders, attendance reporting and preparation, completion and submission of State budget forms, budget monitoring and development. WCA shall provide confirmation of the contract to the District board on or before the District's first regularly scheduled meeting in August.

B. To the extent that the District may be required to submit financial forms on behalf of WCA, WCA is responsible for providing the necessary information to the District in a timely manner and in a format consistent and compatible with District software systems. The District agrees to provide WCA with written notification of any applicable processes that may be required. WCA agrees to follow processing schedules and specified District business office procedures. The authorized representative of the District shall be responsible for communicating the procedures.

1. Attendance reporting by WCA shall be submitted using the electronic system specified by the District. The District shall provide WCA with written notification of the required systems and provide WCA with software and applicable training at cost plus a reasonable administration fee. Such training and software shall be provided at no cost to the District.

C. WCA has established a system for internal fiscal management and a calendar for fiscal services. In the event that WCA materially changes or amends the plan/system or the contracted Fiscal Agent, then WCA shall provide the District with a true copy of such amendment or contract with a new Fiscal Agent and a Certificate of Resolution from the WCA Board to the District within thirty (30) days of adoption as noted in Education Code 47607.

- D. WCA shall prepare and submit the reports described in Education Code Section 47604.33.
- E. AVERAGE DAILY ATTENDANCE: WCA will be responsible for its daily and monthly attendance accounting. WCA will submit the attendance reports in accordance with the District format and State law and regulations to the District's attendance officer in a timely manner and in a manner which is consistent with District process and software. Attendance reports shall note those students who are District residents and those that are not in accordance with the systems specified by the District.
- F. ANNUAL AUDIT PROCESS: WCA shall not be part of the annual District fiscal auditing process. WCA shall be responsible for having an annual fiscal audit done of the entire WCA operation in accordance with all standards of school accounting as specified by the County Office. Such audit shall be conducted by an auditor knowledgeable and experienced with public school finance and shall include all revenue/income and expenditures/allocations of WCA, including those held in private accounts on behalf of WCA. A copy of the final audit report shall be submitted to the District within one week of completion. WCA and its agents at WCA agree to implement all audit recommendations unless other terms are agreed to between the District and WCA.
- G. WCA agrees that it shall establish a fiscal plan for repayment of any loans received by WCA in advance of approving receipt of such loans. It is agreed that all loans sought by WCA shall be authorized in advance by WCA and shall be the sole responsibility of WCA. WCA agrees that the District shall have no obligation for repayment. WCA shall provide advance written notice to District specifying its intent to apply for a loan. WCA shall also provide advance written notice of deposit of any sums which are loans and the plan for re-payment.
- H. In general, the District shall not advance any funds to WCA, unless otherwise agreed to by the full District Board. In addition, the District shall not act or provide a line of credit for WCA.
- I. Reserve for Economic Uncertainties: During the 5 year term of this Agreement, WCA agrees to establish and maintain an account/fund reserved for economic uncertainties. WCA further agrees that its budget for shall include a fund of \$50,000 or 3%, whichever is more. The District may request information regarding the sources of WCA funding. WCA shall respond in accordance with the Public Records Act.
- J. It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the parties. Both

parties agree to cooperate with the other when application is being made separately for funds. WCA shall notify the District in writing of any separate application for funds.

- VI. SERVICES: The following services shall be provided by the District to WCA in accordance with the terms described herein:
- A. Maintenance: WCA and Bayside/MLK will share District non-custodial maintenance staff who will provide maintenance services to maintain equivalent facility infrastructure, grounds maintenance (landscaping) and standards of upkeep at both schools. The District will work with both schools to create a consistent maintenance policy and standard for all schools.
  - B. Technology: The District will maintain equivalent technology infrastructure and standards and policies at both schools utilizing District employees, technology, and services.
  - C. World Language: The District will fund and staff a robust and reasonably equivalent language programs at both schools.
  - D. Nursing: The two schools will share District nursing services and staff who will work to maintain equivalent care at both schools. The District will work with both schools to create a consistent standard for all schools.
  - E. After School: The District will fund and staff robust and reasonably equivalent after school programs on-site at both schools.
- VII. SPECIAL EDUCATION SERVICES/504: The following provisions govern the application of special education to WCA students:
- A. The District will provide WCA with Special Education Services.
  - B. It is understood that all children will have access to WCA and no student shall be denied admission due to disability.
    - 1. Consultation Prior to Enrolling Students with IEPs: The Sausalito Marin City School District and WCA agree that the administrator of WCA will consult with the District's Director of Special Education prior to enrolling a student with an active IEP. The purpose of the consultation is to determine if placement at WCA is appropriate based upon the student's identified needs and current program and/or services or whether the student should be referred to Marin County office of education for placement.
  - C. WCA agrees to implement a student study team process, a regular education function, to monitor and guide referrals for Section 504 and special education services. For

purposes of this section the parties agree that a student study team is a group of WCA staff knowledgeable about a particular student who meet to discuss and explore alternate strategies that may be used with a student to enhance educational benefit when a student is under-performing. Such alternatives should generally be attempted prior to a referral to 504 or special education. If District staff are requested to attend such meetings, WCA shall reimburse the District for all time at their hourly rate. This includes, but is not limited to, the District nurse, psychologist and/or administrative staff.

- D. WCA agrees to adhere to the policies, procedures and requirements of the Local Plan for Special Education and to participate in the SELPA as necessitated by its student population needs. WCA further agrees to abide by all federal laws applicable to the charter school as such pertain to special education.
- E. The parties recognize that the District shall act as the Local Educational Agency for purposes of special education only on behalf of WCA. This means that WCA shall be considered a site within the District for purposes of special education only. As the LEA, the District shall maintain an accounting of federal and state special education funding which is received by the District that is generated by WCA. The District shall also calculate the special education expenditures beyond State and federal funding that is generated by WCA. That amount is referred to as the encroachment.” Such information shall be shared with WCA and meetings may be held to confirm such calculations.
- F. Delivery of Services with the District as Provider:
  - 1. Special Education referrals and assessments will be monitored by the Director of Special Education for the District.
  - 2. District special education staff serving WCA will be under the supervision of the District’s Director of Special Education.
  - 3. Any student attending WCA who is identified as potentially in need of special education services shall be referred to the District’s Director of Special Education for evaluation. If such evaluation establishes that the student is eligible for special education services, such services shall be provided at a site designated by the District. Special education services, including evaluation of eligibility for such services, shall be provided at the direction of the District as specified in the student’s IEP.
  - 4. Special education services shall be provided to eligible WCA students in accordance with the policies, procedures, and requirements of the Marin County Office of Education Local Plan for Special Education. The District agrees to provide transportation for the students who require special education services at a site other than WCA.
  - 5. If a student enrolls or transfers to WCA with a current IEP from the District,

WCA and the student's special education instructor from the District will meet to discuss transition issues regarding placement and continuation of services.

6. If a student enrolls or transfers to WCA with a current IEP from outside of the District, it shall be WCA's responsibility to notify the District's Director of Special Education immediately. WCA will have the family sign a "30 Day Placement" form. During that 30 days, the District and WCA will arrange a meeting to discuss the student's delivery of special education services.
  7. If a parent of a student identified as having special needs elects not to receive services, the WCA parent will so signify by checking the appropriate place on the IEP form. The offer of services by the District and WCA shall be in writing.
  8. WCA instructor(s) will participate in all initial, annual, tri-annual and any specially called meetings on any special education student enrolled in WCA.
- F. In the event WCA expels a special education eligible student, and notwithstanding the other provisions of this agreement, WCA shall also be solely responsible for any litigation resulting from or related to such expulsion.
- G. In order to fulfill its responsibility as LEA, the District shall represent WCA at all Marin County Special Education Local Plan Area meetings. Reports to WCA regarding SELPA decisions and policies shall be made available to WCA's designated representative. To the extent that the District and or SELPA provide training opportunities and/or information re: special education to site staff, such opportunities and/or information shall be made available to WCA staff. To the extent that site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to WCA staff.
- H. WCA agrees to fully comply with any lawful requests for information made by the District with regard to special education services and individual students. The District Superintendent or designee may establish regular meetings with the WCA staff for purposes of reviewing special education compliance. The District shall also take action to monitor WCA to ensure that special education services are being provided as required by law and SELPA policy.
- VIII. INSURANCE AND RISK MANAGEMENT: WCA will maintain at its own expense its own policies of comprehensive, liability insurance and property damage coverage as set forth below. Additional insurance may also be obtained as required by WCA or as otherwise required by law.
- A. Student Insurance: WCA students may participate at their own expense in student insurance coverage programs offered by the District.

- B. Workers' Compensation.
  - C. General Liability and Property Insurance: General liability insurance shall be in the amount of ten (10) million dollars - occurrence based. The amount of such insurance may be reviewed and revised by mutual agreement. Pursuant to Section IV(C), the District shall be named as an additional insured. WCA may have a separate policy from the District's with regard to all real property coverage. However, with the consent of the District, WCA may continue to participate in the District's Comprehensive Property and Liability coverage policy, on a pro rata cost basis, in satisfaction of this requirement.
  - D. Health and Welfare Benefits for employees.
  - E. WCA shall obtain necessary insurance commensurate with its corporate status and assets.
  - F. WCA may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance WCA deems appropriate.
- IX. HUMAN RESOURCES MANAGEMENT: All staff of WCA are employees of WCA. WCA shall have sole responsibility for employment, management, dismissal and discipline of its employees.
- A. WCA will conform to the laws regarding background checks, TB testing and fingerprinting. WCA shall provide a written list of its employees to District on or before August 1 of each year and shall submit new hires, terminations or any other personnel changes within one (1) day of any such change. WCA shall certify that the individuals on the list have met required background checks and TB testing.
  - B. If WCA decides to offer existing or new employees of WCA the opportunity to participate in STRS (State Teachers Retirement System) or PERS (Public Employees Retirement System), WCA shall be responsible for entering into a contract with STRS and/or PERS. At WCA's request, and upon agreement by the District, the District shall create any reports required by STRS or PERS. Prior to such work, the parties shall determine an agreed upon fee for the services.
  - C. It is recognized that current staff members of the District that choose employment with WCA shall have no reemployment rights with the District. It is further agreed that any future employees of WCA who decide to leave their employment with the District in order to take a position with WCA shall have no continued rights of employment with the District.
  - D. In the event that WCA is located on and operates school on a location shared with the District, WCA agrees to establish and enforce policies which require that all non-parent volunteers who are present at school when children are present shall be

fingerprinted and receive TB clearance in advance of their presence at the site.

X. FACILITIES

A. GENERAL TERMS.

- a. The District shall provide reasonably equivalent facilities, of the same quantity and quality as would be required pursuant to Education Code Section 47614, substantially rent-free facilities to WCA. The facilities provided to WCA by the District in the prior year shall serve as a minimum baseline for the District's provision of facilities in the following year, provided enrollment meets or exceeds the previous year. If enrollment falls below the previous year, the District and WCA will meet in good faith to reach an agreement in writing as to the District's provision of reasonable facilities for the following year based on reasonable enrollment projections. The license to use such premises is for the sole purpose of operating a California public charter school serving children in grades kindergarten through eighth grade in accordance with the terms of this Agreement.
- b. WCA will be given use of additional classrooms and other facilities at the Nevada St campus as needed to serve additional classes as they are added.
- c. WCA will notify the District prior to altering or improving the premises and any approved alterations will be maintained by the District.
- d. WCA will not allow other parties to rent or lease parts of the WCA campus without District approval.
- e. Beginning in 2014-15 and continuing throughout the term of this Agreement, WCA will be allocated the Nevada Street campus except for 33 Buchanan and the Robin's Nest facilities and for mutually agreed upon facilities reserved for Special Education Classrooms.

B. **USE OF PREMISES.** During the Term, WCA may only operate educational programs as set forth in the approved charter petition unless otherwise agreed to in advance by the parties. In the event that WCA wishes to use District paid-for facilities for uses outside of the charter, the District reserves the right to assess fair rental charges.

C. **CRIMINAL BACKGROUND REVIEW.** Before WCA permits an employee or volunteer (except for parents) to provide services on the facilities rented/leased for school purposes, WCA shall cause the employee's or volunteer's fingerprints to be submitted to the Department of Justice in accordance with Education Code Section 44237 and 45125.1. WCA shall not permit any employee or volunteer who is not cleared through the Department of Justice to provide services on the Premises.

- D. **SUPERVISION.** WCA at all times shall staff its educational programs with a sufficient number of employees to supervise programs and activities in a safe manner and in accordance with all applicable laws and regulations.
- E. **UTILITIES.** The District shall pay for utilities for WCA in the same manner as they have previously been handled for the Premises.
- F. **INSPECTION.** District may visit and inspect the Premises and school program at any time to undertake its oversight responsibilities and ensure compliance with the charter and related agreements pursuant to Education Code Section 47607.
- G. **WASTE/COMPLIANCE WITH LAW.** WCA shall not commit waste on the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for an unlawful purpose. WCA shall comply with all applicable laws and regulations including, but not limited to, those pertaining to occupancy and use of the Premises, operation of educational programs and activities, and non-discrimination. WCA shall not use the Premises or permit anything to be done which will create a hazardous condition, in or about the Premises. WCA shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, including the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, including structural changes. The judgment of any court of competent jurisdiction or the admission of liability in any action against WCA, whether District is a party thereto or not, that WCA has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and WCA.
- H. **INSURANCE.** With respect to this Agreement, WCA shall maintain insurance as described below:
- a. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate. Said insurance shall include, but not be limited to: Premises and operations liability, independent contractor's liability, and personal injury liability.
  - b. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:
    - i. District, its Governing Board, officers, agents and employees are named as additional insured's for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement.
    - ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
    - iii. The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by

District and no insurance held or owned by District shall be called upon to contribute to a loss, except for the sole negligence of District.

- iv. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
  - c. **Documentation:** The following documentation shall be submitted to District:
    - i. Properly executed Certificate of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted on or before the execution of this Agreement.
    - ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
    - iii. Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
  - d. **Policy Obligations:** WCA's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- I. **HOLD HARMLESS RELATED TO FACILITIES USAGE.** To the fullest extent permitted by law, WCA shall hold harmless, defend and indemnify District, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of WCA or its governing board's invitees or guests in or about the Premises, excluding liability due to the negligence or willful misconduct of District. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to WCA or its employees or agents under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- J. **INDEPENDENT STATUS.** WCA is a separate legal entity. WCA shall not represent itself or its programs or activities as a District program or activity. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the District and WCA or District and WCA's employees and agents.
- K. **OVERSIGHT.** In accordance with Education Code Section 47613, WCA shall pay to the District the District's actual costs of supervisory oversight, not to exceed 3% of WCA revenue as defined in subsection (f) of that Section (interpreted for purposes of this Agreement as LCFF revenue).
- L. **MISCELLANEOUS.**
- a. **Assignment/Sublet.** WCA shall not assign or sublet facilities rented for school purposes without the advance written consent of District. In addition, WCA shall not assign this Agreement. Any attempt to so assign the Agreement without prior District consent shall be null and void.

- b. **Successors in Interest.** The provisions and conditions of this Agreement shall extend to and bind the assignees or transferees, as permitted, under this Agreement and shall bind any successors in interest of the parties hereto.
- c. **Field Act.** Except as otherwise provided by law, the parties acknowledge the right of WCA to exempt itself from application of the Field Act Standards and that it may offer educational programs in facilities that are not otherwise approved under the Field Act.
- d. **Attorney's Fees.** If any party brings an action to enforce the terms of Part X of this Agreement pertaining to facilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XI. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight and monitoring of WCA shall be in conformance with District Board policy, State and Federal law and the terms of the approved charter. The District shall conduct at least one visit of WCA per school year and shall have the right to inspect and observe any part of the charter school at any time.
- B. WCA shall furnish the District with a final report and evaluation of its educational program of the present year at the first District Board Meeting in October. The specifications of this report shall include, but not be limited to, the detail set forth in Exhibit C and applicable State law.
- C. WCA shall submit a report to the District in accordance with the requirements of the School Accountability Report Card.
- D. WCA is subject to the provisions of "No Child Left Behind" as applicable to charter schools. Under this federal law, local educational agencies, including direct funded charter schools, are required to submit local education area plans. The requirements of this plan are set forth in Exhibit D. The WCA person responsible for this plan is the President of the Board of WCA or specified designee. The WCA Board shall review the plan prior to its submission to the District. Subsequent plans and reporting will be provided and completed as required by law.
- E. WCA agrees to administer their current statewide performance assessment/s. Certified results from such statewide assessments and comparative dates from the prior year shall be provided to the District within 1 month of receipt by WCA. This information shall be presented to the Board at a board meeting no later than September of each year. WCA results must meet adequate yearly progress as required by applicable law, and the WCA charter.
- F. The District Board will receive a separate report in September of each year on test scores for students attending WCA.

G. Compliance Issues: During the course of the school term, WCA is required to respond to and address as necessary compliance issues including, but not limited to, confirmation of immunizations, fingerprint/background check requirements, health screening requirements, credential requirements and other state mandated reporting requirements.

X. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this agreement wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged in order that participation may be agreed upon. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing. WCA participation in Interscholastic Federation activities and sports are subject to the rules and regulations of the Interscholastic Federation.

A. To the extent that WCA needs specialized services such as non-special education nursing services, WCA may contract with the County Office, the District or any other vendor of WCA's choice provided that the vendor meets background check requirements of state law and TB testing in advance of providing services on the school site.

XIII. WCA POLICIES AND PROCEDURES: Copies of all policies and procedures of WCA shall be provided to the District promptly upon adoption by WCA but no later than one week after adoption. The District shall be provided copies of any subsequent changes to those policies within two (2) weeks of adoption by WCA.

XIV. ENROLLMENT: The parties agree that to the extent that enrollment exceeds capacity in any year of WCA operation, final enrollment will be determined by a random lottery. The format for the lottery shall be as contained in WCA's approved Charter Document and shall be well publicized in advance.

XV. BROWN ACT: WCA shall conduct their board meetings and any other meeting so required according to the Brown Act. The Brown Act requires boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed session. WCA shall provide by June 30 of each year, the list of their regular meetings for the next school year. WCA agrees to provide to the District a copy of the agenda for all special and regular meetings of the WCA Board of Directors at the time the agenda is posted.

XVI. PUPIL TRANSPORTATION: WCA shall be responsible for any transportation offered by WCA to students who enroll in WCA. WCA may contract in advance with the District for such services.

XVII. LEGAL SERVICES AND COSTS: WCA will be responsible for procuring its own legal counsel and the costs of such service.

- XVIII. SEVERABILITY: If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- XIX. NON-ASSIGNMENT: No portion of this MOU or the Charter petition approved by the District may be assigned to another entity without the prior approval of the Board of Trustees of the Sausalito Marin City School District.
- XX. WAIVER: A waiver of any provision or term of this Memorandum of Understanding must be in writing and signed by both parties. Such waiver shall not constitute a waiver of any other provision of this Memorandum of Understanding.
- XXI. BOARD TRAINING: WCA shall adopt, maintain and implement a policy which provides for and requires not less than ten (10) hours per year of training for WCA board members. WCA shall confirm that Board members have participated in the training in the annual report.
- XXII. CLOSURE PROCEDURE: In the event that the charter is revoked, the WCA Board of Directors takes action to close WCA or a condition of operation of WCA specified in this Agreement is not met, WCA shall follow the procedures outlined in the Charter.
- XXIII. LATE FILING: The Exhibits of this document sets forth many timelines for the submission of information by WCA to the District Board or other authorities. In the event that District staff are required to produce some work to assist WCA in meeting timelines, or in the event that a timeline is missed and the work needs to be performed by District staff, such work will be charged at \$100 per hour. This fee includes an administrative fee.
- XXIV. NOTIFICATION: All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: Sausalito Marin City Elementary School District  
33 Buchanan Street  
Sausalito, CA 94965  
Attn: Superintendent

To the Charter School at: Willow Creek Academy  
636 Nevada Street  
Sausalito, CA 94965  
Attn: Head of School & Board President

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

Dated: \_\_\_\_\_  
Jeffrey Knowles, President  
Board of Directors  
Willow Creek Academy

Dated: \_\_\_\_\_  
Royce Connor  
Head of School  
Willow Creek Academy

Dated: \_\_\_\_\_  
Caroline Van Alst, President  
Board of Trustees  
Sausalito Marin City School District

Dated: \_\_\_\_\_  
Steve Van Zant  
Superintendent  
Sausalito Marin City School District

**Sausalito Marin City School District**

**Payment of Warrants**

11/10, 2015

Attached warrants include:

Batch 15 Fund 01 in the amount of \$203,729.93

Batch 15 Fund 13 in the amount of \$5,527.18

Batch 16 Fund 01 in the amount of \$23,744.17

Batch 16 Fund 13 in the amount of \$2,535.78

Batch 16 Fund 14 in the amount of \$32,742.50

Batch 16 Fund 78 in the amount of \$53,647.00

Batch 17 Fund 01 in the amount of \$34,737.91

Batch 17 Fund 13 in the amount of \$3,410.13

Batch 17 Fund 14 in the amount of \$3,334.15

Batch 17 Fund 78 in the amount of \$20,998.00

Batch 18 Fund 01 in the amount of \$69,436.43

Batch 18 Fund 13 in the amount of \$6,805.33

Batch 19 Fund 01 in the amount of \$19,737.68

Batch 19 Fund 13 in the amount of \$1,718.00

Batch 19 Fund 14 in the amount of \$960.64

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0015 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20105201	000609/	AMERICAN EXPRESS				
		PV-160116	01-0000-0-4300.00-0000-7110-725-000-000		DO Coffee	22.15
			01-0000-0-5555.00-0000-7200-725-000-000		Sept. billing	946.72
			01-0026-0-4300.00-1110-1010-700-000-000		Nieto seminar	360.00
			WARRANT TOTAL			\$1,328.87
20105202	002550/	ASSOCIATED VALUATION SERVICES				
		PO-160020	1. 01-0000-0-5849.00-0000-7200-700-000-000	5023		270.52
			WARRANT TOTAL			\$270.52
20105203	070329/	AT&T CALNET 2				
		PO-160001	1. 01-0000-0-5970.00-0000-2700-700-000-000	9/15		345.76
			WARRANT TOTAL			\$345.76
20105204	000006/	BAY CITIES REFUSE INC				
		PO-160004	1. 01-0000-0-5550.00-0000-8200-000-000-000	10/15		669.55
			WARRANT TOTAL			\$669.55
20105205	070513/	BOYS AND GIRLS CLUB				
		PO-160019	1. 01-6010-0-5840.00-1110-1010-101-000-000	SMCD 10-2015		7,965.00
			WARRANT TOTAL			\$7,965.00
20105206	070308/	CDW-G				
		PO-160094	1. 01-0000-0-5555.00-0000-7200-725-000-000	ZK04570		2,295.31
		PO-160096	1. 01-0000-0-5555.00-0000-7200-725-000-000	ZL36395		2,622.55
			WARRANT TOTAL			\$4,917.86
20105207	070722/	CYPRESS SCHOOL				
		PO-160071	1. 01-6500-0-5833.00-5750-1185-700-000-000	83515 REV		2,223.39
			WARRANT TOTAL			\$2,223.39
20105208	002547/	DISCOVERY OFFICE SYSTEMS				
		PV-160117	01-0000-0-5555.00-0000-7200-725-000-000		Move copier to Bridgeway	350.00
			WARRANT TOTAL			\$350.00
20105209	001188/	EBSCO				
		PO-160035	1. 01-1100-0-4300.00-1110-1010-100-000-000	480189		100.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0015 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
		2.	01-1100-0-4300.00-1110-1010-101-000-000	480189		61.10
			WARRANT TOTAL			\$161.10
20105210	001807/	EMPLOYMENT DEVELOPMENT DEPT.				
		PV-160110	01-0000-0-9515.00-0000-0000-000-000-000	94241171, Q3		215.81
			WARRANT TOTAL			\$215.81
20105211	002270/	FISHMAN SUPPLY CO.				
		PO-160009	1. 01-0000-0-4300.00-0000-8211-735-000-000	1003311		143.88
			WARRANT TOTAL			\$143.88
20105212	001626/	HM RECEIVABLES LLC				
		PO-160085	1. 01-0026-0-4300.00-1110-1010-700-000-000	951815031-2		3,062.53
			WARRANT TOTAL			\$3,062.53
20105213	070218/	COUNTY OF MARIN				
		PV-160112	01-0000-0-5300.00-0000-7110-725-000-000	10974		852.00
			WARRANT TOTAL			\$852.00
20105214	000548/	MOLLIE STONE'S				
		PV-160115	01-0000-0-4300.00-0000-7200-725-000-000	108482		12.58
			WARRANT TOTAL			\$12.58
20105215	070689/	MOSAIC PROJECT				
		PV-160111	01-9473-0-5819.00-1110-1010-100-000-111	Haddad field trip		400.00
			WARRANT TOTAL			\$400.00
20105216	000016/	OFFICE DEPOT				
		PO-160093	1. 01-0000-0-5555.00-0000-7200-725-000-000	DO supplies		427.41
			WARRANT TOTAL			\$427.41
20105217	000073/	PEARSON				
		PO-160077	1. 01-9472-0-4300.00-1110-1010-700-000-111	78709544, 78724066		414.58
			WARRANT TOTAL			\$414.58
20105218	070384/	FLORA SANCHEZ				
		PV-160113	01-0000-0-5230.00-0000-2700-700-000-000	Mileage 9/15		7.40

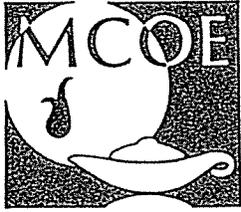
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0015 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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						\$7.40
20105219	070406/	SILYCO				
		PO-160016	1. 01-0000-0-5849.00-0000-2420-700-000-000		SEP2015	9,600.00
WARRANT TOTAL						\$9,600.00
20105220	070525/	US BANCORP EQUIP. FINANCE INC				
		PO-160012	1. 01-0000-0-5605.00-0000-2700-700-000-000		10/15	890.39
WARRANT TOTAL						\$890.39
20105221	070759/	VERIZON WIRELESS				
		PO-160013	1. 01-0000-0-5970.00-0000-7200-700-000-000		10/15	418.30
WARRANT TOTAL						\$418.30
20105222	002172/	WILLOW CREEK ACADEMY				
		PV-160114	01-0000-0-8096.00-0000-9200-103-000-000		October 2015 in lieu	169,053.00
WARRANT TOTAL						\$169,053.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	22	TOTAL AMOUNT OF CHECKS:	\$203,729.93*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0015 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	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
20105223	070827/	MARIN SUN FARMS				
		PV-160119	13-5310-0-4700.00-0000-3700-700-000-000		789944, 790141	590.07
			WARRANT TOTAL			\$590.07
20105224	070816/	UNFI				
		PV-160118	13-5310-0-4700.00-0000-3700-700-000-000		10/6 statement plus 2 inv	4,937.11
			WARRANT TOTAL			\$4,937.11
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$5,527.18*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$209,257.11*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$209,257.11*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

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MARIN COUNTY  
OFFICE OF EDUCATION

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SUPERINTENDENT OF SCHOOLS

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VENDOR PAYMENT CERTIFICATION

Date 10/14/15

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 112,669.45.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>16</u>	<u>23,744.17</u>
<u>13</u>	<u>16</u>	<u>2,535.78</u>
<u>14</u>	<u>16</u>	<u>32,742.50</u>
<u>78</u>	<u>16</u>	<u>53,647.00</u>

Authorized Signature Paula Rigney

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0016 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT	
20105982	070358/	AT&T															
		PO-160003	1.	01-	0000-	0-	5970.	00-	0000-	2700-	700-	000-	000		9/15	80.94	
																WARRANT TOTAL	\$80.94
20105983	070722/	CYPRESS SCHOOL															
		PO-160071	1.	01-	6500-	0-	5833.	00-	5750-	1185-	700-	000-	000		93515	4,737.47	
																WARRANT TOTAL	\$4,737.47
20105984	000523/	FIREMASTER															
		PV-160124		01-	8150-	0-	5600.	00-	0000-	8110-	735-	000-	000		283035	2,598.05	
																WARRANT TOTAL	\$2,598.05
20105985	070876/	GATEWAY LEARNING GROUP															
		PO-160070	1.	01-	6500-	0-	5835.	00-	5770-	1182-	700-	000-	000		16446-7	877.50	
																WARRANT TOTAL	\$877.50
20105986	001626/	HM RECEIVABLES LLC															
		PO-160054	1.	01-	9479-	0-	4300.	00-	1110-	1010-	700-	000-	111		951820136	1,774.97	
																WARRANT TOTAL	\$1,774.97
20105987	001742/	HOUGHTON MIFFLIN HARCOURT															
		PV-160120		01-	0026-	0-	4300.	00-	1110-	1010-	700-	000-	000		951815879	470.47	
																WARRANT TOTAL	\$470.47
20105988	002345/	KONE INC.															
		PO-160006	1.	01-	8150-	0-	5600.	00-	0000-	8110-	735-	000-	000		10/15	125.82	
																WARRANT TOTAL	\$125.82
20105989	000047/	MARIN MUNICIPAL WATER DST															
		PO-160010	1.	01-	0000-	0-	5535.	00-	0000-	8200-	000-	000-	000		8-10/15	4,199.47	
																WARRANT TOTAL	\$4,199.47
20105990	070326/	MARIN SANITARY SERVICE															
		PO-160022	1.	01-	0000-	0-	5550.	00-	0000-	8200-	000-	000-	000		9/15	800.00	
																WARRANT TOTAL	\$800.00
20105991	001746/	MCGRAW HILL															
		PV-160123		01-	6300-	0-	4100.	00-	1110-	1010-	700-	000-	000		88499797001	2,788.77	

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0016 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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						\$2,788.77
20105992	000548/	MOLLIE STONE'S				
		PV-160125	01-0000-0-4300.00-0000-7200-725-000-000		108470, 109086	142.99
WARRANT TOTAL						\$142.99
20105993	000016/	OFFICE DEPOT				
		PV-160121	01-0000-0-5555.00-0000-7200-725-000-000		793271405002	25.92
WARRANT TOTAL						\$25.92
20105994	070879/	SUNNY HILLS SERVICES				
		PO-160072	1. 01-6500-0-5833.00-5750-1185-700-000-000		Sept 15 Compton	4,342.80
WARRANT TOTAL						\$4,342.80
20105995	070677/	LYDIA TUVESON				
		PO-160069	1. 01-6500-0-5835.00-5770-1182-700-000-000		02LT2015-16	779.00
WARRANT TOTAL						\$779.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:	\$23,744.17*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0016 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	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
20105996	001451/	CA DEPARTMENT OF EDUCATION				
		PV-160122	13-5310-0-5840.00-0000-3700-100-000-000		L-055356	895.50
			13-5310-0-5840.00-0000-3700-101-000-000		L-055356	895.50
			WARRANT TOTAL			\$1,791.00
20105997	070827/	MARIN SUN FARMS				
		PV-160127	13-5310-0-4700.00-0000-3700-700-000-000		986545	624.78
			WARRANT TOTAL			\$624.78
20105998	070794/	NANA MAE'S ORGANIC				
		PV-160126	13-5310-0-4700.00-0000-3700-700-000-000		536204	120.00
			WARRANT TOTAL			\$120.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:	\$2,535.78*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

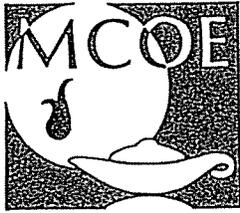
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0016 GENERAL FUND  
 FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE				ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD	RESC	Y	OBJT SO	GOAL FUNC	LOC ACT	GRP DESCRIPTION
20105999	070917/	HENGHOLD MOTOR INC							
		PO-160099	1.	14-0000-0-6400.00-0000-8200-735-000-000					19820
									32,742.50
									WARRANT TOTAL
									\$32,742.50
*** FUND	TOTALS ***					TOTAL NUMBER OF CHECKS:			1
						TOTAL ACH GENERATED:			0
						TOTAL EFT GENERATED:			0
						TOTAL AMOUNT OF CHECKS:			\$32,742.50*
						TOTAL AMOUNT OF ACH:			\$.00*
						TOTAL AMOUNT OF EFT:			\$.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0016 GENERAL FUND  
 FUND : 78 PASS-THROUGH ~ REVENUES

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20106000	002172/	WILLOW CREEK ACADEMY				
		PV-160128	78-0000-0-9620.00-0000-0000-000-000		Sept. 2015 A Bulletins	53,647.00
			WARRANT TOTAL			\$53,647.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$53,647.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	19	TOTAL AMOUNT OF CHECKS:	\$112,669.45*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	19	TOTAL AMOUNT OF CHECKS:	\$112,669.45*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

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**VENDOR PAYMENT CERTIFICATION**

Date 10/21/15

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ \_\_\_\_\_.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>17</u>	<u>34,737.91</u>
<u>13</u>	<u>17</u>	<u>3,410.13</u>
<u>14</u>	<u>17</u>	<u>3334.15</u>
<u>78</u>	<u>17</u>	<u>20,998.00</u>

Authorized Signature *Paula Rigney*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0017 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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
20106690	070916/	AMERICAN STORAGE				
		PO-160098 1.	01-0000-0-5555.00-0000-7200-725-000-000		1092015	3,200.00
			WARRANT TOTAL			\$3,200.00
20106691	002896/	ARMOR LOCKSMITH				
		PV-160145	01-8150-0-5600.00-0000-8110-735-000-000		47174	800.67
			WARRANT TOTAL			\$800.67
20106692	070329/	AT&T CALNET 2				
		PO-160001 1.	01-0000-0-5970.00-0000-2700-700-000-000		9/15	673.96
			WARRANT TOTAL			\$673.96
20106693	070513/	BOYS AND GIRLS CLUB				
		PV-160139	01-9472-0-5840.00-1110-1010-100-000-000		Initiative	5,000.00
			WARRANT TOTAL			\$5,000.00
20106694	070871/	DOCUMENT TRACKING SERVICES				
		PO-160102 1.	01-0000-0-5840.00-0000-7180-725-000-000		9496502	695.00
			WARRANT TOTAL			\$695.00
20106695	002890/	LOUIS EDNEY				
		PV-160133	01-0000-0-4300.00-1110-1010-101-000-000		Rewards, Ed. Materials	106.79
			WARRANT TOTAL			\$106.79
20106696	070538/	EDUCATIONAL DATA SYSTEMS				
		PO-160081 1.	01-0000-0-4300.00-1110-1010-100-000-000		101517872, Add Services	125.00
					101517872, Add Services	131.80
			WARRANT TOTAL			\$256.80
20106697	070263/	FEDEX				
		PV-160129	01-0000-0-5960.00-0000-2700-700-000-000		5-190-93072	20.10
			WARRANT TOTAL			\$20.10
20106698	000701/	HYDREX PEST CONTROL				
		PO-160014 1.	01-0000-0-5525.00-0000-8200-000-000-000		10/15	235.00
			WARRANT TOTAL			\$235.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0017 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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
20106699	001019/	MARIN PUPIL TRANS. AGENCY				
		PV-160141	01-9002-0-7143.00-5001-9200-700-000-000	16-41		21,288.00
			WARRANT TOTAL			\$21,288.00
20106700	070868/	EMILY MATTO				
		PV-160136	01-0000-0-4300.00-1110-1010-100-000-000		Ed materials	99.95
			WARRANT TOTAL			\$99.95
20106701	070107/	VIDA MOATTAR				
		PV-160132	01-9472-0-4300.00-1110-1010-100-000-000		Binding for ESL books	37.96
			WARRANT TOTAL			\$37.96
20106702	000548/	MOLLIE STONE'S				
		PV-160134	01-0000-0-4300.00-0000-7200-725-000-000	108510		21.42
			WARRANT TOTAL			\$21.42
20106703	000058/	P G & E CO				
		PO-160000 1.	01-0000-0-5510.00-0000-8200-000-000-000	9/15		789.76
			WARRANT TOTAL			\$789.76
20106704	002912/	PERFORMING STARS OF MARIN				
		PV-160142	01-9473-0-4300.00-1110-1010-100-000-000		001 Field trip transportation	250.00
			WARRANT TOTAL			\$250.00
20106705	000614/	JAMES SCULLION				
		PV-160144	01-0000-0-4300.00-1110-1010-100-000-000		Card stock	14.16
			WARRANT TOTAL			\$14.16
20106706	070910/	CATHERINE SHEPPARD				
		PV-160131	01-9471-0-4300.00-1110-1010-700-000-000		Garden supplies	261.82
			WARRANT TOTAL			\$261.82
20106707	000866/	T & B SPORTS				
		PV-160130	01-3010-0-4300.00-1110-1010-700-000-000	250021, 173348		986.52
			WARRANT TOTAL			\$986.52
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	18	TOTAL AMOUNT OF CHECKS:	\$34,737.91*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0017 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	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
20106708	070892/	SHAUN DAYTON				
		PV-160143	13-5310-0-4700.00-0000-3700-700-000-000		Food purchase	156.40
			WARRANT TOTAL			\$156.40
20106709	070794/	NANA MAE'S ORGANIC				
		PV-160135	13-5310-0-4700.00-0000-3700-700-000-000		290691, 563236	120.00
			WARRANT TOTAL			\$120.00
20106710	070792/	TURNING GREEN				
		PV-160138	13-5310-0-4300.00-0000-3700-700-000-000		1191	586.82
			13-5310-0-4307.00-0000-3700-700-000-000		1191	1,300.00
			13-5310-0-5849.00-0000-3700-700-000-000		1191	1,246.91
			WARRANT TOTAL			\$3,133.73
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:	\$3,410.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

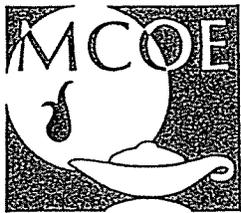
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0017 GENERAL FUND  
 FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20106711	070789/	SCHOOL FACILITY CONSULTANTS				
		PV-160140	14-0000-0-5615.00-0000-8500-735-000-000	8653		780.00
			WARRANT TOTAL			\$780.00
20106712	070562/	ULINE				
		PO-160100	1. 14-0000-0-4400.00-0000-8110-735-000-000	71369734-5		2,554.15
			WARRANT TOTAL			\$2,554.15
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$3,334.15*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0017 GENERAL FUND  
 FUND : 78 PASS-THROUGH ~ REVENUES

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20106713	002172/	WILLOW CREEK ACADEMY				
		PV-160137	78-0000-0-9620.00-0000-0000-000-000		A bulletins 16030, 16057	20,998.00
			WARRANT TOTAL			\$20,998.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$20,998.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$62,480.19*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$62,480.19*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

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OFFICE OF EDUCATION

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MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

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FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 10/28/15

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 76,241,76.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>18</u>	<u>69,436,43</u>
<u>13</u>	<u>18</u>	<u>6,805,33</u>

Authorized Signature *Paula Pignatelli*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0018 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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
20107515	070374/	ANOVA INC.				
		PO-160073	1. 01-6500-0-5833.00-5750-1185-700-000-000		256761	10,038.00
			WARRANT TOTAL			\$10,038.00
20107516	000192/	AT&T				
		PO-160002	1. 01-0000-0-5970.00-0000-2700-000-000-000		10/15	1,398.21
			WARRANT TOTAL			\$1,398.21
20107517	070711/	BRIGHT PATH THERAPISTS				
		PO-160068	1. 01-6500-0-5835.00-5770-1182-700-000-000		3786	5,040.00
			WARRANT TOTAL			\$5,040.00
20107518	001451/	CA DEPARTMENT OF EDUCATION				
		PV-160150	01-0000-0-9210.00-0000-0000-000-000-000		C-055200	1,511.00
			WARRANT TOTAL			\$1,511.00
20107519	070594/	DANNIS WOLIVER KELLY				
		PO-160021	1. 01-0000-0-5829.00-0000-7100-000-000-000		184981, 185045	3,254.00
			WARRANT TOTAL			\$3,254.00
20107520	070638/	EDMENTUM				
		PO-160097	1. 01-1100-0-4300.00-1110-1010-100-000-000		61479	4,379.03
			2. 01-1100-0-4300.00-1110-1010-101-000-000		61479	2,138.79
			3. 01-3010-0-4300.00-1110-1010-700-000-000		61479	4,906.18
			WARRANT TOTAL			\$11,424.00
20107521	000039/	KAISER FOUNDATION				
		PV-160158	01-0000-0-9520.00-0000-0000-000-000-000		16734-0001	11,963.15
			01-0000-0-9520.00-0000-0000-000-000-000		578-0002	9,533.01
			WARRANT TOTAL			\$21,496.16
20107522	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-160156	01-9472-0-5840.00-1110-1010-100-000-000		160239	250.00
			WARRANT TOTAL			\$250.00
20107523	000015/	MSIA DENTAL				
		PV-160159	01-0000-0-9520.00-0000-0000-000-000-000		11/15	2,397.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0018 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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						\$2,397.00
20107524	000117/	MSIA VISION				
		PV-160160	01-0000-0-9520.00-0000-0000-000-000-000		11/15	341.76
WARRANT TOTAL						\$341.76
20107525	000051/	NASCO				
		PO-160056	1. 01-9479-0-4300.00-1110-1010-700-000-111		107850	251.74
WARRANT TOTAL						\$251.74
20107526	070901/	PAMELA NIETO				
		PV-160152	01-0026-0-4300.00-1110-1010-700-000-000		Filing cabinet purchase	656.23
WARRANT TOTAL						\$656.23
20107527	000058/	P G & E CO				
		PO-160000	1. 01-0000-0-5510.00-0000-8200-000-000-000		10/15	6,640.75
WARRANT TOTAL						\$6,640.75
20107528	000558/	PRO-ED				
		PV-160155	01-0026-0-4300.00-1110-1010-700-000-000		Shipping on returned order	59.90
WARRANT TOTAL						\$59.90
20107529	070222/	PROTECTION ONE				
		PO-160005	1. 01-0000-0-5840.00-0000-8300-100-000-000		11/15	83.60
			2. 01-0000-0-5840.00-0000-8300-101-000-000		11/15	666.89
			3. 01-0000-0-5840.00-0000-8300-103-000-000		11/15	103.29
WARRANT TOTAL						\$853.78
20107530	070843/	ALAN ROTHKOP				
		PV-160153	01-8150-0-4300.00-0000-8100-735-000-000		Maintenance supplies	175.91
WARRANT TOTAL						\$175.91
20107531	070384/	FLORA SANCHEZ				
		PV-160157	01-0000-0-4300.00-1110-1010-101-000-000		Mileage 10/15	7.57
WARRANT TOTAL						\$7.57
20107532	001206/	SHELL OIL CO.				
		PV-160154	01-0000-0-4301.00-0000-8110-735-000-000		10/15	249.52

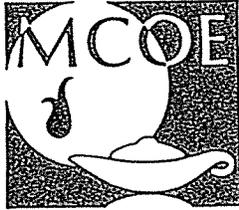
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0018 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE				ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	SO GOAL FUNC LOC ACT GRP	DESCRIPTION	
-----									
WARRANT TOTAL								\$249.52	
20107533	070200/	STANDARD INSURANCE COMPANY CB							
		PV-160161	01-0000-0-9520.00-0000-0000-000-000-000					11/15	156.75
			01-0000-0-9520.00-0000-0000-000-000-000					11/15	414.15
WARRANT TOTAL								\$570.90	
20107534	000901/	TIMOTHY MURPHY SCHOOL							
		PV-160146	01-6500-0-5833.00-5750-1185-700-000-000					Transportation-Moss 14-15	280.00
WARRANT TOTAL								\$280.00	
20107535	070914/	CATHERINE WOLFERS							
		PV-160151	01-9471-0-5800.00-1110-1010-700-000-000					Garden work 8-9/15, 9-10/15	1,200.00
			01-9471-0-5800.00-1110-1010-700-000-000					Garden work 8-9/15, 9-10/15	1,340.00
WARRANT TOTAL								\$2,540.00	
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	21		TOTAL AMOUNT OF CHECKS:			\$69,436.43*
			TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:			\$ .00*
			TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:			\$ .00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0018 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	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
20107536	070800/	CLM GROUP				
		PV-160148	13-5310-0-4307.00-0000-3700-700-000-000		28290	6,414.54
			WARRANT TOTAL			\$6,414.54
20107537	070892/	SHAUN DAYTON				
		PV-160149	13-5310-0-4700.00-0000-3700-700-000-000		Food purchase	286.14
			WARRANT TOTAL			\$286.14
20107538	070841/	ECOLAB				
		PV-160147	13-5310-0-5840.00-0000-3700-101-000-000		9850989	104.65
			WARRANT TOTAL			\$104.65
*** FUND TOTALS ***			TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:	\$6,805.33*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$76,241.76*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$76,241.76*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

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MARIN COUNTY  
OFFICE OF EDUCATION

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MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
FAX (415) 491-6625

VENDOR PAYMENT CERTIFICATION

Date 11/4/15

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 22,416,32.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>19</u>	<u>19,737.68</u>
<u>13</u>	<u>19</u>	<u>1,718.00</u>
<u>14</u>	<u>19</u>	<u>960.64</u>

Authorized Signature *Paula Riquelme*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0019 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT	
20108281	070873/	ADVANCED SECURITY SYSTEMS															
		PO-160023	1.	01-0000-0-5840.00-0000-8300-100-000-000										11/15		111.06	
																WARRANT TOTAL	\$111.06
20108282	000609/	AMERICAN EXPRESS															
		PV-160167		01-0000-0-4300.00-0000-7200-725-000-000											Lunch, dinner sup & moving	379.49	
				01-0000-0-5555.00-0000-7200-725-000-000											DO supplies	798.94	
				01-0000-0-5555.00-0000-7200-725-000-000											DO phones	827.59	
				01-0000-0-5555.00-0000-7200-725-000-000											Postage	55.68	
																WARRANT TOTAL	\$2,061.70
20108283	000006/	BAY CITIES REFUSE INC															
		PO-160004	1.	01-0000-0-5550.00-0000-8200-000-000-000										11/15		669.55	
																WARRANT TOTAL	\$669.55
20108284	070513/	BOYS AND GIRLS CLUB															
		PO-160019	1.	01-6010-0-5840.00-1110-1010-101-000-000											SMCD 11-2015	7,965.00	
																WARRANT TOTAL	\$7,965.00
20108285	001451/	CA DEPARTMENT OF EDUCATION															
		PV-160162		01-0000-0-9210.00-0000-0000-000-000-000											L-055474	1,172.94	
																WARRANT TOTAL	\$1,172.94
20108286	002547/	DISCOVERY OFFICE SYSTEMS															
		PO-160011	1.	01-0000-0-5605.00-1110-1010-100-000-000										10/15		1,702.79	
			2.	01-0000-0-5605.00-1110-1010-101-000-000										10/15		928.36	
																WARRANT TOTAL	\$2,631.15
20108287	002270/	FISHMAN SUPPLY CO.															
		PO-160009	1.	01-0000-0-4300.00-0000-8211-735-000-000											1011038	396.98	
																WARRANT TOTAL	\$396.98
20108288	000023/	GOODMAN BUILDING SUPPLY CO.															
		PO-160008	1.	01-8150-0-4300.00-0000-8100-735-000-000											Due 11/11/15	104.60	
																WARRANT TOTAL	\$104.60

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0019 GENERAL FUND  
 FUND : 01 GENERAL FUND

WARRANT	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
20108289	001704/	HOME DEPOT				
		PV-160168	01-8150-0-4300.00-0000-8100-735-000-000		Maintenance Equip.	348.26
			WARRANT TOTAL			\$348.26
20108290	000548/	MOLLIE STONE'S				
		PV-160166	01-0000-0-4300.00-0000-7200-725-000-000		109053, 109062	37.15
			WARRANT TOTAL			\$37.15
20108291	070920/	CLAUDIA OYUELA-BOAKNIN				
		PV-160170	01-0026-0-4300.00-1110-1010-700-000-000		Nieto translation	525.00
			WARRANT TOTAL			\$525.00
20108292	000058/	P G & E CO				
		PO-160000	1. 01-0000-0-5510.00-0000-8200-000-000-000		10/15	379.46
			WARRANT TOTAL			\$379.46
20108293	070843/	ALAN ROTHKOP				
		PV-160165	01-8150-0-4300.00-0000-8100-735-000-000		Paint for WCA	226.44
			WARRANT TOTAL			\$226.44
20108294	070910/	CATHERINE SHEPPARD				
		PV-160163	01-9471-0-5800.00-1110-1010-700-000-000		9/14 to 10/20/15	2,088.00
		PV-160164	01-9471-0-4300.00-1110-1010-700-000-000		Garden supplies	274.09
			WARRANT TOTAL			\$2,362.09
20108295	070677/	LYDIA TUVESON				
		PO-160069	1. 01-6500-0-5835.00-5770-1182-700-000-000		03LT2015-16	328.00
			WARRANT TOTAL			\$328.00
20108296	070759/	VERIZON WIRELESS				
		PO-160013	1. 01-0000-0-5970.00-0000-7200-700-000-000		11/15	418.30
			WARRANT TOTAL			\$418.30
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:	\$19,737.68*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0019 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE							ABA NUM	ACCOUNT NUM	AMOUNT				
	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION			
20108297	070827/	MARIN SUN FARMS														
		PV-160172	13	5310	0	4700	00	0000	3700	700	000	000	99859	474.75		
													WARRANT TOTAL	\$474.75		
20108298	070799/	VERITABLE VEGETABLE INC.														
		PV-160171	13	5310	0	4700	00	0000	3700	700	000	000	10/15	1,243.25		
													WARRANT TOTAL	\$1,243.25		
*** FUND	TOTALS ***												TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$1,718.00*
													TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
													TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0019 GENERAL FUND  
 FUND : 14 DEFERRED MAINTENANCE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
20108299	070862/	MARTIN BROTHERS SUPPLY				
		PV-160169	14-0000-0-5600.00-0000-8110-735-000-000		Playground Bark	960.64
			WARRANT TOTAL			\$960.64
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$960.64*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	19	TOTAL AMOUNT OF CHECKS:	\$22,416.32*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	19	TOTAL AMOUNT OF CHECKS:	\$22,416.32*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*

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Date	Vendor	Fund 01=General 13=Cafeteria 14=Deferred Maint.	Resource	Object	Amount	Purpose	C
10/09/2015	AMERICAN EXPRESS	01-0000-0-4300.00-0000-7110-725-000-000	Unrestricted	Supplies	\$ 22.15	DO Coffee	
10/09/2015	AMERICAN EXPRESS	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 946.72	Sept. billing	
10/09/2015	AMERICAN EXPRESS	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal billing Funds	Supplies	\$ 360.00	Nieto psych. seminar	
10/09/2015	ASSOCIATED VALUATION SERVICES	01-0000-0-5849.00-0000-7200-700-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 270.52	Inventory services	Y
10/09/2015	AT&T CALNET 2	01-0000-0-5970.00-0000-2700-700-000-000	Unrestricted	Communications	\$ 345.76	8/15 phone service	
10/09/2015	BAY CITIES REFUSE INC	01-0000-0-5550.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 669.55	10/15 refuse collection	
10/09/2015	BOYS AND GIRLS CLUB	01-6010-0-5840.00-1110-1010-101-000-000	State - After School Funds	Professional/Consulting/Op. Ex	\$ 7,965.00	10/15 After Sschool program	Y
10/09/2015	CDW-G	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 2,295.31	Camera equip MLK	
10/09/2015	CDW-G	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 2,622.55	Camera equip MLK	
10/09/2015	CYPRESS SCHOOL	01-6500-0-5833.00-5750-1185-700-000-000	Sp. Ed	Professional/Consulting/Op. Ex	\$ 2,223.39	Non public school - 1 student	Y
10/09/2015	DISCOVERY OFFICE SYSTEMS	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 350.00	Move copier to Bridgeway	
10/09/2015	EBSCO	01-1100-0-4300.00-1110-1010-100-000-000	Lottery	Supplies	\$ 161.10	Library magazine subscription	
10/09/2015	EMPLOYMENT DEVELOPMENT DEPT.	01-0000-0-9515.00-0000-0000-000-000-000	Unrestricted	Accounts Payable	\$ 215.81	UI Dues	Y
10/09/2015	FISHMAN SUPPLY CO.	01-0000-0-4300.00-0000-8211-735-000-000	Unrestricted	Supplies	\$ 143.88	Maint. Supplies	Y
10/09/2015	HM RECEIVABLES LLC	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal billing Funds	Supplies	\$ 3,062.53	Textbooks	Y
10/09/2015	COUNTY OF MARIN	01-0000-0-5300.00-0000-7110-725-000-000	Unrestricted	Dues & Memberships	\$ 852.00	Cafeteria operating licence	
10/09/2015	MOLLIE STONE'S	01-0000-0-4300.00-0000-7200-725-000-000	Unrestricted	Supplies	\$ 12.58	Coffe at DO	
10/09/2015	MOSAIC PROJECT	01-9473-0-5819.00-1110-1010-100-000-111	Donations	Professional/Consulting/Op. Ex	\$ 400.00	Haddad field trip	Y
10/09/2015	OFFICE DEPOT	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 427.41	DO supplies	
10/09/2015	PEARSON	01-9472-0-4300.00-1110-1010-700-000-111	Pre K- 3 Grant	Supplies	\$ 414.58	ESL textbooks	
10/09/2015	FLORA SANCHEZ	01-0000-0-5230.00-0000-2700-700-000-000	Unrestricted	Supplies	\$ 7.40	Mileage 9/15	
10/09/2015	SILYCO	01-0000-0-5849.00-0000-2420-700-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 9,600.00	9/15 IT services	Y
10/09/2015	US BANCORP EQUIP. FINANCE INC	01-0000-0-5605.00-0000-2700-700-000-000	Unrestricted	Rentals/Leases/Repairs	\$ 890.39	9/15 copier rental	
10/09/2015	VERIZON WIRELESS	01-0000-0-5970.00-0000-7200-700-000-000	Unrestricted	Communications	\$ 418.30	9/15 district phones mifi	
10/09/2015	WILLOW CREEK ACADEMY	01-0000-0-8096.00-0000-9200-103-000-000	Unrestricted	Transfers to Charter Schools	\$ 169,053.00	October 2015 in lieu	
					\$ 203,729.93		
10/09/2015	MARIN SUN FARMS	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 590.07	Food purchases	
10/09/2015	UNFI	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 4,937.11	Food purchases	
					\$ 5,527.18		
10/16/2015	AT&T	01-0000-0-5970.00-0000-2700-700-000-000	Unrestricted	Communications	\$ 80.94	9/15 phone billing	
10/16/2015	CYPRESS SCHOOL	01-6500-0-5833.00-5750-1185-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 4,737.47	Sp. Ed. Services 1 student	Y
10/16/2015	FIREMASTER	01-8150-0-5600.00-0000-8110-735-000-000	Maintenance	Rentals/Leases/Repairs	\$ 2,598.05	Cafeteria Fire prevention equip install	
10/16/2015	GATEWAY LEARNING GROUP	01-6500-0-5835.00-5770-1182-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 877.50	Phys. Therapy - several students	Y
10/16/2015	HM RECEIVABLES LLC	01-9479-0-4300.00-1110-1010-700-000-111	Transforming Schools Grant	Supplies	\$ 1,774.97	Textbooks	
10/16/2015	HOUGHTON MIFFLIN HARCOURT	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal billing Fund	Supplies	\$ 470.47	Sp. Ed. Materials	
10/16/2015	KONE INC.	01-8150-0-5600.00-0000-8110-735-000-000	Maintenance	Rentals/Leases/Repairs	\$ 125.82	10/15 Elevator maintenance	Y
10/16/2015	MARIN MUNICIPAL WATER DST	01-0000-0-5535.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 4,199.47	Water usage - 6-8/15	
10/16/2015	MARIN SANITARY SERVICE	01-0000-0-5550.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 800.00	Recycling - 9/15	
10/16/2015	MCGRAW HILL	01-6300-0-4100.00-1110-1010-700-000-000	Lottery - Instr. Materials	Approved Textbooks	\$ 2,788.77	Textbooks	
10/16/2015	MOLLIE STONE'S	01-0000-0-4300.00-0000-7200-725-000-000	Unrestricted	Supplies	\$ 142.99	Food at DO	
10/16/2015	OFFICE DEPOT	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 25.92	DO Supplies	
10/16/2015	SUNNY HILLS SERVICES	01-6500-0-5833.00-5750-1185-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 4,342.80	Non public school Sept 15 Compton	Y
10/16/2015	LYDIA TUVESON	01-6500-0-5835.00-5770-1182-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 779.00	Therapy - 1 student	Y
					\$ 23,744.17		
10/16/2015	CA DEPARTMENT OF EDUCATION	13-5310-0-5840.00-0000-3700-100-000-000	Cafeteria/Fed/State	Professional/Consulting/Op. Ex	\$ 895.50	Reimb. Excess payment for cafeteria program	
10/16/2015	CA DEPARTMENT OF EDUCATION	13-5310-0-5840.00-0000-3700-101-000-000	Cafeteria/Fed/State	Professional/Consulting/Op. Ex	\$ 895.50	Reimb. Excess payment for cafeteria program	
10/16/2015	MARIN SUN FARMS	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 624.78	Food purchase	
10/16/2015	NANA MAE'S ORGANIC	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 120.00	Food purchase	
					\$ 2,535.78		
10/16/2015	HENGHELD MOTOR INC	14-0000-0-6400.00-0000-8200-735-000-000	Unrestricted	Equipment	\$ 32,742.50	District Truck purchase	

Date	Vendor	Fund 01=General 13=Cafeteria 14=Deferred Maint.	Resource	Object	Amount	Purpose
10/16/2015	WILLOW CREEK ACADEMY	78-0000-0-9620.00-0000-0000-000-000-000	Pass through Funds	Transfer to Charter Schools	\$ 53,647.00	Sept. 2015 A Bulletins
					\$ 53,647.00	
10/23/2015	AMERICAN STORAGE	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 3,200.00	Storage container purchase
10/23/2015	ARMOR LOCKSMITH	01-8150-0-5600.00-0000-8110-735-000-000	Maintenance	Rentals/Leases/Repairs	\$ 800.67	Rekey several locks - WCA
10/23/2015	AT&T CALNET 2	01-0000-0-5970.00-0000-2700-700-000-000	Unrestricted	Communications	\$ 673.96	10/15 phone billing
10/23/2015	BOYS AND GIRLS CLUB	01-9472-0-5840.00-1110-1010-100-000-000	Pre K-3 Grant	Professional/Consulting/Op. Ex	\$ 5,000.00	Special Initiative Y
10/23/2015	DOCUMENT TRACKING SERVICES	01-0000-0-5840.00-0000-7180-725-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 695.00	SARC maintenance on website Y
10/23/2015	LOUIS EDNEY	01-0000-0-4300.00-1110-1010-101-000-000	Unrestricted	Supplies	\$ 106.79	Reimb - Rewards, Ed. Materials
10/23/2015	EDUCATIONAL DATA SYSTEMS	01-0000-0-4300.00-1110-1010-100-000-000	Unrestricted	Supplies	\$ 125.00	Celdt testing
10/23/2015	EDUCATIONAL DATA SYSTEMS	01-0000-0-4300.00-1110-1010-101-000-000	Unrestricted	Supplies	\$ 131.80	Celdt testing
10/23/2015	FEDEX	01-0000-0-5960.00-0000-2700-700-000-000	Unrestricted	Communications	\$ 20.10	Postage
10/23/2015	HYDREX PEST CONTROL	01-0000-0-5525.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 235.00	Pest control 8-10/15
10/23/2015	MARIN PUPIL TRANS. AGENCY	01-9002-0-7143.00-5001-9200-700-000-000	Sp. Ed. Transportation	Other Tuition Excess Costs	\$ 21,288.00	Sp. Ed transport
10/23/2015	EMILY MATTO	01-0000-0-4300.00-1110-1010-100-000-000	Unrestricted	Supplies	\$ 99.95	Ed materials
10/23/2015	VIDA MOATTAR	01-9472-0-4300.00-1110-1010-100-000-000	Pre K-3 Grant	Supplies	\$ 37.96	Binding for ESL books
10/23/2015	MOLLIE STONE'S	01-0000-0-4300.00-0000-7200-725-000-000	Unrestricted	Supplies	\$ 21.42	Food at DO
10/23/2015	P G & E CO	01-0000-0-5510.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 789.76	9/15 energy usage
10/23/2015	PERFORMING STARS OF MARIN	01-9473-0-4300.00-1110-1010-100-000-000	Donations	Supplies	\$ 250.00	Field trip transportation
10/23/2015	JAMES SCULLION	01-0000-0-4300.00-1110-1010-100-000-000	Unrestricted	Supplies	\$ 14.16	Reimb Card stock
10/23/2015	CATHERINE SHEPPARD	01-9471-0-4300.00-1110-1010-700-000-000	Milagro Grant	Supplies	\$ 261.82	Garden supplies
10/23/2015	T & B SPORTS	01-3010-0-4300.00-1110-1010-700-000-000	Title I NCLB	Supplies	\$ 986.52	PE supplies
					\$ 34,737.91	
10/23/2015	SHAUN DAYTON	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 156.40	Food purchase
10/23/2015	NANA MAE'S ORGANIC	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 120.00	Food purchase
10/23/2015	TURNING GREEN	13-5310-0-4300.00-0000-3700-700-000-000	Cafeteria/Fed/State	Supplies	\$ 586.82	Food purchase
10/23/2015	TURNING GREEN	13-5310-0-4307.00-0000-3700-700-000-000	Cafeteria/Fed/State	Supplies	\$ 1,300.00	Food purchase
10/23/2015	TURNING GREEN	13-5310-0-5849.00-0000-3700-700-000-000	Cafeteria/Fed/State	Professional/Consulting/Op. Ex	\$ 1,246.91	Consulting
					\$ 3,410.13	
10/23/2015	SCHOOL FACILITY CONSULTANTS	14-0000-0-5615.00-0000-8500-735-000-000	Unrestricted	Rentals/Leases/Repairs	\$ 780.00	Consulting Y
10/23/2015	ULINE	14-0000-0-4400.00-0000-8110-735-000-000	Unrestricted	Noncapitalized Equip.	\$ 2,554.15	Trash cans - WCA
					\$ 3,334.15	
10/23/2015	WILLOW CREEK ACADEMY	78-0000-0-9620.00-0000-0000-000-000-000	Pass through Funds	Transfer to Charter Schools	\$ 20,998.00	A bulletins 16030, 16057
					\$ 20,998.00	
10/30/2015	ANOVA INC.	01-6500-0-5833.00-5750-1185-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 10,038.00	Non public school - 1 student - 10/15 Y
10/30/2015	AT&T	01-0000-0-5970.00-0000-2700-700-000-000	Unrestricted	Communications	\$ 1,398.21	Phone billing - 10/15
10/30/2015	BRIGHT PATH THERAPISTS	01-6500-0-5835.00-5770-1182-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 5,040.00	Physical therapy - several students Y
10/30/2015	CA DEPARTMENT OF EDUCATION	01-0000-0-9210.00-0000-0000-000-000-000	Unrestricted	Accounts Receivable	\$ 1,511.00	Reimb. Excess payment for cafeteria program
10/30/2015	DANNIS WOLIVER KELLY	01-0000-0-5829.00-0000-7100-000-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 3,254.00	10/15 legal services Y
10/30/2015	EDMENTUM	01-1100-0-4300.00-1110-1010-100-000-000	Lottery	Supplies	\$ 4,379.03	Study Island software licence
10/30/2015	EDMENTUM	01-1100-0-4300.00-1110-1010-101-000-000	Lottery	Supplies	\$ 2,138.79	Study Island software licence
10/30/2015	EDMENTUM	01-3010-0-4300.00-1110-1010-700-000-000	Title I NCLB	Supplies	\$ 4,906.18	Study Island software licence
10/30/2015	KAISER FOUNDATION	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 11,963.15	11/15 health benefits
10/30/2015	KAISER FOUNDATION	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 9,533.01	11/15 health benefits
10/30/2015	MARIN COUNTY OFFICE OF EDUC	01-9472-0-5840.00-1110-1010-100-000-000	Pre K-3 Grant	Professional/Consulting/Op. Ex	\$ 250.00	Seminar attendance - Pre K teacher
10/30/2015	MSIA DENTAL	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 2,397.00	11/15 benefits
10/30/2015	MSIA VISION	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 341.76	11/15 benefits
10/30/2015	NASCO	01-9479-0-4300.00-1110-1010-700-000-111	Transforming Schools Grant	Supplies	\$ 251.74	PE Equip.
10/30/2015	PAMELA NIETO	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal billing Funds	Supplies	\$ 656.23	Sp. Ed. Filing cabinet purchase
10/30/2015	P G & E CO	01-0000-0-5510.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 6,640.75	15-Oct

Date	Vendor	Fund 01=General 13=Cafeteria 14=Deferred Maint.	Resource	Object	Amount	Purpose	
10/30/2015	PRO-ED	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal billing Funds	Supplies	\$ 59.90	Shipping on returned order	
10/30/2015	PROTECTION ONE	01-0000-0-5840.00-0000-8300-100-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 83.60	11/15 fire alarm 3 sites	Y
10/30/2015	PROTECTION ONE	01-0000-0-5840.00-0000-8300-101-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 666.89	11/15 fire alarm 3 sites	Y
10/30/2015	PROTECTION ONE	01-0000-0-5840.00-0000-8300-103-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 103.29	11/15 fire alarm 3 sites	Y
10/30/2015	ALAN ROTHKOP	01-8150-0-4300.00-0000-8100-735-000-000	Maintenance	Supplies	\$ 175.91	Maintenance supplies	
10/30/2015	FLORA SANCHEZ	01-0000-0-4300.00-1110-1010-101-000-000	Unrestricted	Supplies	\$ 7.57	Mileage 10/15	
10/30/2015	SHELL OIL CO.	01-0000-0-4301.00-0000-8110-735-000-000	Unrestricted	Supplies	\$ 249.52	10/15 gas usage	
10/30/2015	STANDARD INSURANCE COMPANY CB	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 156.75	11/15 admin employees life insurance	
10/30/2015	STANDARD INSURANCE COMPANY CB	01-0000-0-9520.00-0000-0000-000-000-000	Unrestricted	Benefits	\$ 414.15	11/15 Cert employees life insurance	
10/30/2015	TIMOTHY MURPHY SCHOOL	01-6500-0-5833.00-5750-1185-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 280.00	Transportation-Moss 14-15	
10/30/2015	CATHERINE WOLFERS	01-9471-0-5800.00-1110-1010-700-000-000	Milagro Grant	Professional/Consulting/Op. Ex	\$ 1,200.00	Garden work 8-9/15, 9-10/15	Y
10/30/2015	CATHERINE WOLFERS	01-9471-0-5800.00-1110-1010-700-000-000	Milagro Grant	Professional/Consulting/Op. Ex	\$ 1,340.00	Garden work 8-9/15, 9-10/15	Y
					\$ 69,436.43		
10/30/2015	CLM GROUP	13-5310-0-4307.00-0000-3700-700-000-000	Cafeteria/Fed/State	Supplies	\$ 6,414.54	WCA lunch program software	
10/30/2015	SHAUN DAYTON	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 286.14	Food purchase	
10/30/2015	ECOLAB	13-5310-0-5840.00-0000-3700-101-000-000	Cafeteria/Fed/State	Professional/Consulting/Op. Ex	\$ 104.65	Dishwasher lease 11/15	
					\$ 6,805.33		
11/06/2015	ADVANCED SECURITY SYSTEMS	01-0000-0-5840.00-0000-8300-100-000-000	Unrestricted	Professional/Consulting/Op. Ex	\$ 111.06	Alarm services 11/15	Y
11/06/2015	AMERICAN EXPRESS	01-0000-0-4300.00-0000-7200-725-000-000	Unrestricted	Supplies	\$ 379.49	Lunch, dinner sup & moving	
11/06/2015	AMERICAN EXPRESS	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 798.94	DO supplies	
11/06/2015	AMERICAN EXPRESS	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 827.59	DO phones	
11/06/2015	AMERICAN EXPRESS	01-0000-0-5555.00-0000-7200-725-000-000	Unrestricted	Operations	\$ 55.68	Postage	
11/06/2015	BAY CITIES REFUSE INC	01-0000-0-5550.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 669.55	Refuse collection 11/15	
11/06/2015	BOYS AND GIRLS CLUB	01-6010-0-5840.00-1110-1010-101-000-000	State After School Program funds	Professional/Consulting/Op. Ex	\$ 7,965.00	11/15 After School Program	Y
11/06/2015	CA DEPARTMENT OF EDUCATION	01-0000-0-9210.00-0000-0000-000-000-000	Unrestricted	Accounts Receivable	\$ 1,172.94	Reimb. Excess payment for cafeteria program	
11/06/2015	DISCOVERY OFFICE SYSTEMS	01-0000-0-5605.00-1110-1010-100-000-000	Unrestricted	Rentals/Leases/Repairs	\$ 1,702.79	Copier usage 10/15	
11/06/2015	DISCOVERY OFFICE SYSTEMS	01-0000-0-5605.00-1110-1010-101-000-000	Unrestricted	Rentals/Leases/Repairs	\$ 928.36	Copier usage 10/15	
11/06/2015	FISHMAN SUPPLY CO.	01-0000-0-4300.00-0000-8211-735-000-000	Unrestricted	Supplies	\$ 396.98	Maint. Supplies	
11/06/2015	GOODMAN BUILDING SUPPLY CO.	01-8150-0-4300.00-0000-8100-735-000-000	Maintenance	Supplies	\$ 104.60	Maint. Supplies	
11/06/2015	HOME DEPOT	01-8150-0-4300.00-0000-8100-735-000-000	Maintenance	Supplies	\$ 348.26	Maintenance Equip.	
11/06/2015	MOLLIE STONE'S	01-0000-0-4300.00-0000-7200-725-000-000	Unrestricted	Supplies	\$ 37.15	Food at DO	
11/06/2015	CLAUDIA OYUELA-BOAKNIN	01-0026-0-4300.00-1110-1010-700-000-000	Medi-Cal Billing Funds	Supplies	\$ 525.00	IEP translation	
11/06/2015	P G & E CO	01-0000-0-5510.00-0000-8200-000-000-000	Unrestricted	Operations	\$ 379.46	10/15 billing	
11/06/2015	ALAN ROTHKOP	01-8150-0-4300.00-0000-8100-735-000-000	Maintenance	Supplies	\$ 226.44	Paint for WCA	
11/06/2015	CATHERINE SHEPPARD	01-9471-0-5800.00-1110-1010-700-000-000	Milagro Grant	Professional/Consulting/Op. Ex	\$ 2,088.00	9/14 to 10/20/15 Garden work	Y
11/06/2015	CATHERINE SHEPPARD	01-9471-0-4300.00-1110-1010-700-000-000	Milagro Grant	Supplies	\$ 274.09	Garden supplies	
11/06/2015	LYDIA TUVESON	01-6500-0-5835.00-5770-1182-700-000-000	Sp. Ed.	Professional/Consulting/Op. Ex	\$ 328.00	OT services 2 students	Y
11/06/2015	VERIZON WIRELESS	01-0000-0-5970.00-0000-7200-700-000-000	Unrestricted	Communication	\$ 418.30	11/15 district phones mifi service	
					\$ 19,737.68		
11/06/2015	MARIN SUN FARMS	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 474.75	Food purchase	
11/06/2015	VERITABLE VEGETABLE INC.	13-5310-0-4700.00-0000-3700-700-000-000	Cafeteria/Fed/State	Food	\$ 1,243.25	Food purchase	
					\$ 1,718.00		
11/06/2015	MARTIN BROTHERS SUPPLY	14-0000-0-5600.00-0000-8110-735-000-000	Deferred Maint/Unrestricted	Rentals/Leases/Repairs	\$ 960.64	Playground Bark	
					\$ 960.64		

## Field Trips

**Dates:** October 19, 2015  
**Destination:** Stanford University: 10,000 Degrees Program  
**Teacher:** Ms. Cassidy and Mr. Edney  
**Grade:** 6<sup>th</sup> – 8<sup>th</sup>  
**Standards Supported:**  
**Funding:** Scholarship  
**Cost:** \$ 0.00

**Dates:** October 29, 2015  
**Destination:** Ferry Building  
**Teacher:** Ms. Sheppard  
**Grade:** 6<sup>th</sup> – 7<sup>th</sup> CK Cooking Club  
**Standards Supported:** Math (additional/subtraction/multiplication/division) in real life application  
**Funding:** Scholarship CK/Garden Program  
**Cost:** \$ 0.00

**Dates:** November 12, 2015  
**Destination:** FISH  
**Teacher:** Ms. Sheppard  
**Grade:** 4<sup>th</sup> – 7<sup>th</sup> CK Ambassadors  
**Standards Supported:** Food web/Eco Systems Science 4.3  
**Funding:** Scholarship CK/Garden Program  
**Cost:** \$ 0.00

**Sausalito Marin City School District**

**Agenda Item:** 11.01

**Date:** November 10, 2015

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

**Item Requires Board Action:**   X        **Item is for Information Only:**       

**Item:** Board Policy and Administrative Regulation 0420 - Philosophy, Goals, Objectives and Comprehensive Plans – School Plans/Site Councils

**Background:**

Last month, this item was brought forward as a first read. This month the board is asked to approve this Board Policy.

**Fiscal Impact:**

Undetermined

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## **BP 0420 Philosophy, Goals, Objectives and Comprehensive Plans**

### **School Plans/Site Councils**

The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 64001)

As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

## **AR 0420 Philosophy, Goals, Objectives and Comprehensive Plans School Plans/Site Councils**

Each school shall have a school site council composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
5. If the school is a secondary school, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parent/guardian representatives. For a secondary school site council, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 54425; 5 CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

Single Plan for Student Achievement  
for the SPSA, available on its web site, to help schools meet plan requirements.

Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

The SPSA shall be aligned with the district's LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062,64001)

The SPSA shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law

2. Identify the means of evaluating the school's progress toward accomplishing those goals

3. Identify how state and federal law governing the categorical programs will be implemented

Note: The CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council clarifies that the SPSA must address all plan components required for individual categorical programs covered by the SPSA.

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.

2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.

3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.

4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

(11/06 8/13) 7/15

**Sausalito Marin City School District**

**Agenda Item:** 11.02

**Date:** November 10, 2015

- Correspondence
- Reports
- General Functions
- Pupil Services
- Personnel Services
- Financial & Business Procedures
- Curriculum and Instruction
- Policy Development

Consent Agenda

**Item Requires Board Action:**

**Item is for Information Only:**

**Item:** Board Policy 7210 – Facilities Financing

**Background:**

Last month, this item was brought forward as a first read. This month the board is asked to approve this Board Policy.

**Fiscal Impact:**

Undetermined

**Recommendation:**

Approve

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## **BP 7210 Facilities**

### **Facilities Financing**

When it is determined that school facilities must be built or expanded to accommodate a increased or projected increased enrollment, the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed when safety considerations and educational program improvements require the replacement, reconstruction or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method that would best serve district needs as identified in the district's master plan for school facilities.

These funding alternatives may include, but not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998
2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act
3. Forming a school facilities improvement district pursuant to Education Code 15300-15425
4. Issuing voter-approved general obligation bonds
5. Imposing a qualified parcel tax pursuant to Government Code 50079
6. Using lease revenues for capital outlay purposes from surplus school property

**Sausalito Marin City School District**

**Agenda Item:** 11.03

**Date:** November 10, 2015

- Correspondence
  - Reports
  - General Functions
  - Pupil Services
  - Personnel Services
  - Financial & Business Procedures
  - Curriculum and Instruction
  - Policy Development
- Consent Agenda

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

**Item:** Board Policy and Administrative Regulation 0410 - Philosophy, Goals, Objectives and Comprehensive Plans – Nondiscrimination in District Programs and Activities

**Background:**

This board policy is revised to a new law (AB 1266) which requires districts to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. The policy also references new law (AB 556) which prohibits employers from discriminating against employees and job applicants based on their military or veteran status.

**Fiscal Impact:**

Undetermined

**Recommendation:**

First Read

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## **Nondiscrimination In District Programs And Activities**

Note: Government Code 11138 mandates districts to adopt rules and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race or ethnicity, nationality, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability.

Note: Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4687.

Note: Government Code 12940, as amended by AB 556 (Ch. 691, Statutes of 2013), prohibits employers from discriminating against employees and job applicants based on their military or veteran status. In addition, Government Code 12940 prohibits employers from discriminating against employees and job applicants based on genetic information, gender identity, and gender expression, and requires employers to reasonably accommodate employees' religious dress and grooming practices. For policy language addressing these prohibitions, see BP 4030 - Nondiscrimination in Employment.

The Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

Note: Pursuant to Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013), a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. It should be noted that an attempt is currently in progress to qualify a referendum on AB 1266 for the November 2014 ballot. However, even as the eventual outcome is unknown as of this writing, the district still has an obligation under other existing state and federal laws to accommodate the needs of transgender and gender-nonconforming students; see BP/AR 5145.3 - Nondiscrimination/Harassment. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Interim Guidance Regarding Transgender Students, Privacy, and Facilities.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

Note: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the bases of disability and sex in its educational programs or activities. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

## Access for Individuals with Disabilities

Note: Pursuant to the ADA and its implementing regulations, 28 CFR [35.150](#) and [35.151](#), district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR [35.151](#), all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.

Note: In addition, pursuant to 28 CFR [35.136](#), a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR [6163.2](#) - Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

(cf. [6163.2](#) - Animals At School)

(cf. [7110](#) - Facilities Master Plan)

(cf. [7111](#) - Evaluating Existing Buildings)

Note: Pursuant to 28 CFR [35.130](#) and [35.160](#), the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

Note: In addition, Government Code [54953.2](#) requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR [35.160](#) and [36.303](#)). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. [6020](#) - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. [9320](#) - Meetings and Notices)

(cf. [9322](#) - Agenda/Meeting Materials)

**Sausalito Marin City School District**

**Agenda Item:** 11.04

**Date:** November 10, 2015

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

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

**Item:** Board Policy and Administrative Regulation 5145.3 – Students – Nondiscrimination/Harassment

**Background:**

This board policy is revised and an administrative regulation has been added to reflect a new law (AB 1266) which requires districts to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. Material regarding the designation of a district Coordinator for Nondiscrimination, provision of training and information about the district's nondiscrimination policy, and grievance procedures have been moved to new AR.

The new mandated regulation contains material formerly in BP regarding the designation of a district Coordinator for Nondiscrimination, provision of training and information about the district's nondiscrimination policy, and grievance procedures. The regulation also includes best practices recommended for addressing the unique circumstances and considerations that may arise when a student asserts a different gender from his/her gender at birth, consistent with the new law (AB 1266). Regardless of whether a referendum qualifies for the ballot to attempt to overturn this law, this material may be used to meet the district's responsibility to ensure nondiscrimination based on gender identity.

**Fiscal Impact:**  
Undetermined

**Recommendation:**  
First Read

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

## BP 5145.3 Students

### **Nondiscrimination/Harassment**

Note: The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, and gender identity; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Note: Moreover, the right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity is specified in Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013). The guidelines included in this Board policy and the accompanying administrative regulation to accommodate the needs of transgender and gender-nonconforming students reflect best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities.

Note: Education Code 234.1 mandates that districts adopt policy prohibiting, at school or in any school activity related to school attendance or under the authority of the district, discrimination, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

Note: CSBA staff met with representatives from CDE and OCR to discuss this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Note: In addition to the types of prohibited student conduct described below, prohibited conduct also includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination In District Programs And Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice. Note: In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1330 - Use of Facilities)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

Legal Reference:

## 5145.3 Students

### **Nondiscrimination/Harassment**

Note: The following mandated administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting, at school or in school-sponsored or school-related activities, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against students based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

Note: 5 CCR 4621 mandates the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 mandates districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with state and federal laws and regulations governing the district's educational programs.

Note: During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

Note: The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent

200 Phillips Drive

Marin City, Ca 94965

415-332-3190

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

## Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms.

Note: In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures. In its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts publicize their nondiscrimination notices and the full contact information for their compliance officer(s) by posting them at prominent locations on school web sites and making them available through social media.

Note: Item #1 below may be revised to specify the means by which the district publicizes its nondiscrimination policies and complaint procedures.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. Item #3 below may be modified to reflect district practice.

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy. The notice shall inform students and parents/guardians of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.

(cf. 5145.6 - Parental Notifications)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with

the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Item #6 below is required pursuant to Education Code 234.1 and recommended as a best practice by OCR.

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #7 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

#### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

#### Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, based on specified actual or perceived characteristics. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

### Transgender and Gender-Nonconforming Students

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013), a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. The following guidelines are designed to implement AB 1266 and other existing state and federal laws that prohibit discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, against students based on their real or perceived gender identity and/or gender expression. The guidelines address certain issues and circumstances that may arise in relation to the needs of transgender and gender-nonconforming students, and are by no means exhaustive. Consequently, each instance or situation should be addressed on a case-by-case basis to ensure that the safety, privacy, and other concerns of all students involved are appropriately addressed. For more information on the rights of transgender students, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities. Districts should consult legal counsel about applicable standards for determining a student's gender identity.

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex

3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the

student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

**Sausalito Marin City School District**

**Agenda Item:** 11.05

**Date:** November 10, 2015

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

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

**Item:** Administrative Regulation 6145.2 – Instruction

**Background:**

This regulation is being updated to reflect new law (AB 1266), which requires districts to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. The regulation also reflects updated California Interscholastic Federation (CIF) bylaws which allow students to participate in interscholastic athletic programs consistent with their gender identity and CIF procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports

**Fiscal Impact:**

Undetermined

**Recommendation:**

First read

**Prepared for:** S. Van Zant

**Prepared by:** S. Van Zant

## AR 6145.2 Instruction

### Athletic Competition

#### Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: The following section reflects pertinent provisions of federal and state law regarding nondiscrimination (Title IX, 20 USC 1681-1688; Education Code 200-262.4; 5 CCR 4900-4965). The Office for Civil Rights (OCR) in the U.S. Department of Education oversees complaints regarding violations of Title IX.

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR4920; 34 CFR 106.41)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: 5 CCR 4921 and 34 CFR 106.41 authorize the establishment of separate teams for males and females where the selection of teams is based on competitive skills. 34 CFR 106.41 also authorizes single-sex teams for contact sports, as defined. Because state regulations do not address single-sex teams for contact sports, districts should consult legal counsel prior to establishing any such single-sex team for a contact sport for which selection is not based on competitive skills.

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Note: Pursuant to Education Code 221.5, a district is required to permit a transgender student to participate in sex-segregated school programs and activities, including athletic teams and competitions, consistent with his/her gender identity, regardless of the gender listed in the student's records; see BP/AR 5145.3 - Nondiscrimination/Harassment. The California Interscholastic Federation's (CIF) bylaws and Guidelines for Gender Identity Participation contain procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports. Also see CSBA's Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities and Facilities. Districts should consult legal counsel about applicable standards for determining a student's gender identity.

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

Note: 5 CCR 4922 and 34 CFR 106.41, as reflected in items #1-11 below, list factors that districts must consider when determining whether equivalent opportunities are being provided. The CIF's A Guide to Equity in Athletics provides suggested actions that districts can take for each of the factors to help the district meet its equivalence goals. Any district with questions about equivalent athletic opportunities for its students should consult legal counsel.

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR4922; 34 CFR~~2106.406~~ 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

Note: Education Code 230 provides the following three-part test to determine if a district has effectively accommodated the interests and abilities of both sexes in athletics. This test is the same three-part test that is used by OCR for helping to determine equivalent opportunities under Title IX.

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

Note: CIF's A Guide to Equity in Athletics advises that, in order to meet the criterion specified in item #a below, the ratio of male/female athletes should be within five percent of the ratio of male/female district enrollment.

a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

Note: OCR issued a letter in April 2010 withdrawing its earlier guidance which relied on a single survey instrument to demonstrate that an institution is accommodating student interests and abilities in compliance with item #c below. Although OCR's letter applies to intercollegiate athletic programs, OCR's web site clarifies that the general principles also apply to interscholastic and intramural programs at elementary and secondary schools.

Note: In evaluating whether there is an unmet interest in a particular sport and sufficient ability to sustain a team in the sport, OCR considers (1) whether an institution uses nondiscriminatory methods of assessment when determining the athletic interests and abilities of its students, (2) whether a viable team for the underrepresented sex was recently eliminated, (3) multiple indicators of interest, (4) multiple indicators of ability, and (5) frequency of conducting assessments. Thus, a student survey is one of multiple indicators that may be used. The OCR letter provides information that the district might consider in developing its own survey. In addition, CIF's A Guide to Equity in Athletics provides sample surveys.

c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program

2. The provision and maintenance of equipment and supplies

3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices

4. Travel and per diem allowances

5. Opportunities to receive coaching and academic tutoring

6. Assignment and compensation of coaches and tutors

7. Provision of locker rooms, practice facilities, and competitive facilities

8. Provision of medical and training facilities and services

9. Provision of housing and dining facilities and services

10. Publicity

Note: 5 CCR 4922 clarifies that unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams shall not by itself constitute a failure to provide equivalent opportunities. However, the provision of necessary funding for teams of both sexes is a factor in the determination, as specified below.

#### 11. Provision of necessary funds

Note: Education Code 221.9, as added by SB 1349 (Ch. 258, Statutes of 2014), requires each school that offers competitive athletics (i.e., any sport that has a coach and a governing organization, practices and competes during a defined season, and has competition as its primary goal) to post the following information on its school web site beginning in the 2015-16 school year and every year thereafter. If the school does not have its own web site, then the district must post that information on the district web site, disaggregated by school site. The following paragraph may be revised to reflect district practice.

Beginning with the 2015-16 school year and every year thereafter, each school that offers competitive athletics shall post the following information on its school web site, or on the district web site if the school does not have a web site, at the end of the school year: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

#### Health and Safety

Note: Education Code 49475 requires districts to distribute information on concussions and head injuries to student athletes and their parents/guardians. The district may use fact sheets developed by the Centers for Disease Control and Prevention, available on CIF's web site, or other resources to develop the information sheet.

Note: The requirements of Education Code 49475 apply to any district that offers an athletic program at any grade level and for any sport. These requirements do not apply to students engaging in an athletic activity during the regular school day or as part of a physical education course.

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

Note: Education Code 49475 requires that an athlete at any grade level who is suspected of sustaining a concussion be immediately removed from the athletic activity and not allowed to return until a health care provider provides written clearance. CIF's web site includes an Acute Concussion Evaluation form which may be used to provide injured students and their parents/guardians with information about monitoring symptoms and the health care provider's recommendations regarding returning to daily activities, school, and sports.

As amended by AB 2127 (Ch. 165, Statutes of 2014), Education Code 49475 requires that, if the health care provider determines that the athlete sustained a concussion or head injury, the athlete must complete a graduated return-to-play protocol as described below.

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

Note: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

Note: Education Code 35179.1 encourages the establishment of a California High School Coaching Education and Training Program for coaches' training including, but not limited to, CPR and a basic understanding of the signs and symptoms of concussions and appropriate response to them. CIF makes a free, online course available through its web site.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Note: The following paragraph is for use by districts that offer a football program and may be revised to reflect the grade levels offered by the district. AB 2127 (Ch. 165, Statutes of 2014) added Education Code 35179.5 to limit full-contact practices by a middle school or high school football team, as follows.

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

#### Parental Notifications

Note: Education Code 33353 requires CIF to provide information to students and parents/guardians about procedures for discrimination complaints arising from interscholastic athletic activities. Education Code 33354 allows a complainant to file a discrimination complaint directly with the California Department of Education (CDE).

Note: The following optional section lists notices that the district may send to parents/guardians of students participating in interscholastic athletics. This section should be revised to reflect district practice.

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Education Code 221.6 and 221.8, as amended and renumbered pursuant to AB 1538 (Ch. 43, Statutes of 2015), require the CDE to post on its web site a list of student rights based on Title IX.

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

Note: In *Kahn v. East Side Union High School District*, the California Supreme Court analyzed the liability of a coach for an injury to a member of a high school diving team. The court acknowledged that some risk of injury is inherent in sports and part of a coach's job is to "push" a student athlete to advance his/her skill level and to undertake more difficult tasks. According to the court, a coach could be found liable only when he/she intentionally injures the student or engages in conduct that is so reckless that it is outside of the ordinary activity involved in teaching or coaching the sport.

Note: The district may or may not wish to seek a waiver of liability for accidents or injuries resulting from participation in athletic activities. Whether a liability waiver is legally effective is likely to be determined on a case-by-case basis, and it is questionable whether a student's right to participate in extracurricular activities could be made contingent upon the submission of a waiver. Legal counsel should be consulted when addressing the complex issues related to liability waivers.

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

Note: Education Code 32221.5 requires the district to provide information about insurance protection to each student participating on a school athletic team. For specific language that must be contained in this statement, see AR 5143 - Insurance.

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

Note: Pursuant to Education Code 48900, a student may be subject to suspension or expulsion if he/she engages, or attempts to engage, in hazing.

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

Note: As required by Education Code 49033, CIF bylaws require any student participating in athletics and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition. See BP/AR/E 5131.63 - Steroids.

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)