



SAUSALITO MARIN CITY SCHOOL DISTRICT

Board of Trustees: Ida Green - President, Debra Turner - Vice President, Bonnie Hough - Clerk, Joshua Barrow, Caroline Van Alst
Interim Superintendent: Terena Mares

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

Thursday, February 14, 2019

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

1. **OPEN SESSION – Call to Order**
2. **CLOSED SESSION – AGENDA**
 - 2.01 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(b)(1)):**
CTRG v. SMCSD, MCSC Case No. CIV 1802001
 - 2.02 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 – One Case
3. **RECONVENE TO OPEN SESSION & REPORT OUT OF CLOSED 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.
4. **PLEDGE OF ALLEGIANCE** 2 minutes
5. **AGENDA REORGANIZATION/APPROVAL**
Are there any requests from the Board to move any agenda item to a different location? 2 minutes
6. **BOARD COMMUNICATIONS** 10 minutes
7. **ACKNOWLEDGMENTS** 15 minutes
 - 7.01 Claudia Kennedy
 - 7.02 Stand Up for Kids - Varidesks
 - 7.03 Jonnette Newton
8. **PRESENTATIONS** 40 minutes
 - 8.01 Vision for 2019-2020 School Year at Bayside MLK Jr. Academy – Principal Finnane
9. **ORAL COMMUNICATIONS** 30 minutes

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.

The Governing Board is prohibited from taking any action on any item raised in this section unless the item is specifically agenzied. 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 related 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.

- 10. CORRESPONDENCE** 30 minutes
- 10.01 Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget
 - 10.02 District Response Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget
 - 10.03 Marin County Office of Education – Differentiated Assistance
 - 10.04 Jeff Knowles – Willow Creek Academy – Response to SCLS Letter
 - 10.05 Willow Creek Academy Letter – Unsafe Facilities
 - 10.06 Willow Creek Academy Response to District Letter of January 30, 2019
 - 10.07 J. VanderMolen Letter to SMCS D Board
 - 10.08 “Keep Your Promise” Letters to the Board - Willow Creek Academy
 - 10.09 El Dorado Charter Special Education Local Plan Area – Willow Creek Academy
- 11. REPORTS** 30 minutes
- 11.01 Superintendent
 - 11.02 Site Leadership - David Finnane
 - 11.03 Willow Creek Academy
 - 11.04 Facility Report
- 12. COMMITTEE REPORTS** 15 minutes
- 12.01 LCAP/Budget – Trustee Members: Turner, Van Alst
 - 12.02 Charter Oversight – Trustee Member: Hough
 - 12.03 Community School – Trustee Members: Green, Hough
 - 12.04 Facilities – Trustee Members: Green, Van Alst
 - 12.05 Collaboration – Trustee Members: Turner, Van Alst
 - 12.06 Policy – Ad Hoc (Expires June 2020) – Trustee Members: Hough, Van Alst
 - 12.07 Superintendent Committees
- 13. DISCUSSION / INFORMATION ITEMS** 15 minutes
- 13.01 Willow Creek Academy 2017-2018 Audit Report
 - 13.02 Willow Creek Academy 2018-2019 Interim Budget Report & District Response
 - 13.03 Preliminary Offer, WCA Prop. 39 Facilities Request
 - 13.04 English Language Learners Advisory Committee Membership Update
- 14. CONSENT AGENDA** 5 minutes
- 14.01 Payment of Warrants – Batches 21-24
 - 14.02 Minutes of the December 13 and 18, 2018, January 8, 10, 18, 22, 24, 28 and February 5, 2019 Board Meetings
 - 14.03 Quarterly Report on Williams Uniform Complaints
- 15. ACTION ITEMS** – Items Removed from the Consent Agenda: Any item removed from the Consent Agenda may be discussed and acted upon individually 30 minutes
- 15.01 Consider Approval of the Proposed Ratification of the Waiver of Actual or Perceived Conflict of Interest by SCLS Law Firm Regarding the AG matter
 - 15.02 Consider Approval of the Contract with Kidder Mathews Appraisers
 - 15.03 Consider Approval of Contract with Marin Fence Company – Fence Installation at Willow Creek Academy
 - 15.04 Consider Approval of Contract with PCD Inc. – Installation of Intercom to Modular Buildings At Bayside MLK Jr. Academy
- 16. PERSONNEL ACTION ITEMS** 15 minutes
- 16.01 Resignation – Vanamali Tay, Effective 6/30/2019
 - 16.02 Retirement – Vida Moattar, Effective 6/30/2019
 - 16.03 **Resolution 762:** Notice of Layoff: Certificated Employees –. Reduction in Force Due to Lack of Funds and/or Lack of Work
 - 16.04 Consider Approval of the Community School Manager Job Description
- 17. POLICY DEVELOPMENT**

17.01 Board Policy 5117 – Inter-District Transfers – Postponed until March

18. FUTURE MEETINGS

18.01 The next Regular Meeting of the Board of Trustees will be on Thursday March 14, 2019 in the Bayside Martin Luther King School Multi-Purpose Room

19. FUTURE TOPICS

20. ADJOURNMENT

Bayside Martin Luther King, Jr. Academy

Vision for 2019-2020

February 14, 2019

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Input and Inspiration

2017-2020 Sausalito Marin City Local Control and Accountability Plan (LCAP)

Bayside MLK Staff

Community Advisory Committee Members

School Site Council Members

Dr. Nadine Burke Harris, Founder, Center for Youth Wellness, Bayview HP - SF

Rebecca Cheung, Principal Leadership Institute, UC Berkeley

Marisa Saunders, Senior Researcher, UCLA Graduate School of Education

Input and Inspiration

Ruby Wilson, Former Bayside and MLK Academy Principal

Cherisse Baatin, Former Bayside and MLK Academy Principal

Jahi Torman, AAMA Program, Oakland Unified School District

Chris Chatmon, AAMA Program, Oakland Unified School District

Amber Fretwell, Senior Director, Seneca Family of Agencies

Chelsea True, Mindful Schools Project

Nancy Dome, Epoch Education

Ester Zito, Administrative Assistant, PS/MS 188, New York City SD

Bayside MLK's Students' Strengths

Our Students Demonstrate...

Resilience

Determination

Imagination

Intelligence

Persistence

Advocacy

Loyalty

Exuberance

Integrity

Pride

Compassion

Empathy

Bayside MLK's Students' Needs

Areas for Growth...

Conflict Resolution

Self Regulation

Academic Skill Development

Collaboration

Executive Functioning

Leadership

Self Esteem

Academic Stamina

Vision

(Graphic to be added)

Background Information

Identified Areas of Focus and Continued Need

Facilitating High Impact Professional Development for all Staff
(LCAP #1, 2, 4)

Integrating Culturally Relevant Content into School Climate and
Classrooms (LCAP #1, 2, 3, 4)

Providing Social-Emotional Support for Students and Families (LCAP
#2, 3, 4)

Background Information

Identified Areas of Focus and Continued Need

Implementing Response to Intervention (RTI) Tier II Academic Workshop - Mathematics and Literacy (LCAP #1, 2, 4)

Incorporating Strategic Arts Education 5 Year Plan (LCAP #1, 2, 3, 4)

Community School Manager & Parent Outreach (LCAP #2, 3)

Current High Impact Professional Development

Support and Teaching Staff

Writing Workshop - Lucy Calkins inspired training focused on implementing narrative, informational, and opinion writing units in all classrooms TK-8.

Reading Workshop - Lucy Calkins inspired training focused on the practice of facilitating choice driven, skill-based lessons in reading for grades 6-8.

Wonders ELA Curriculum - Training on implementing our adopted ELA curriculum in grades TK-5.

LCAP #1, 2, 4

Current High Impact Professional Development

Support and Teaching Staff

Big Ideas Math - Training on implementing our adopted Math curriculum in grades TK-8.

Trauma Informed Practices - Training designed to increase understanding of the impact of trauma on student behavior and learning and provide strategies to effectively support students who have been impacted by trauma.

Mindfulness Practices - Training focused on how to practice and facilitate mindfulness in the classroom.

LCAP #1, 2, 4 10

Current High Impact Professional Development

Teaching Staff

P-3 (Marin Community Foundation) First School Trainings:

Equity - Focused on providing the background information necessary to ensure teachers and staff are creating an equitable learning environment in the classroom and overall school setting.

Supporting Boys in the Classroom - Supports staff in identifying and utilizing strategies to support boys in the classroom.

LCAP #1, 2, 4

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Current High Impact Professional Development

Teaching Staff

Data Driven Instruction - Provides teachers with the tools necessary to effectively respond to student assessment data with relevant and well designed instruction.

Fostering Executive Functioning - Focused on how to best cultivate and reinforce executive functioning skills in a school setting.

Beyond Diversity/Courageous Conversations - Based on the work of Glenn Singleton, this training is focused on transforming professionals' beliefs, behaviors, and results so that people of all races can achieve at their highest levels.

LCAP #1, 2, 4

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Current High Impact Professional Development

Teaching Staff

Next Generation Science Standards - Focused on providing educators with the background information and application skills they need to successfully implement the new standards for science in grades TK-8.

*Full Time Curriculum and Instruction Coach

LCAP #1, 2, 4

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Integrating Culturally Relevant Content - Climate/Classrooms

Climate Focused

P-3 (Marin Community Foundation funded) - First School Practices -

Teachers are focused on creating equitable and relevant classroom climates that are welcoming to students of all ethnicities.

Unconditional Education (UE) Coach - Seneca - The UE Coach position is designed to address, in all aspects, our school's culture and climate.

LCAP #1, 2, 3, 4

Integrating Culturally Relevant Content - Climate/Classrooms

Climate Focused

10,000 Degrees Partnership - 10,000 Degrees staff consistently interact with our students in a manner that emphasizes cultural relevance and context.

Freedom School Partnership with Hannah - This partnership supports a uniquely designed summer program focused on teaching, facilitating, and fostering a culturally relevant school climate.

LCAP #1, 2, 3, 4

Integrating Culturally Relevant Content - Climate/Classrooms

Content Focused

Bayside MLK - Marin City Public Library Partnership - The Bayside MLK library has been completely modernized with new literature, technology, and STEAM-based equipment. The emphasis has been on creating an environment where the kids see themselves when they are in the library.

Freedom School Partnership with Hannah - This partnership supports a uniquely designed summer school program focused on teaching, facilitating, and fostering an academic and social-emotional program that emphasizes culturally relevant content.

LCAP #1, 2, 3, 4

Integrating Culturally Relevant Content - Climate/Classrooms

Climate and Content Focused

Emerging Partnership - African American Male Achievement Program (Oakland Unified School District) - More information will be forthcoming at the March Board Meeting.

Social-Emotional Support for Students and Families

Currently Provided Through Partnering Agencies:

Unconditional Education (UE) Coach, provided through Marin County HHS

Student and Family Support, provided through Marin County HHS

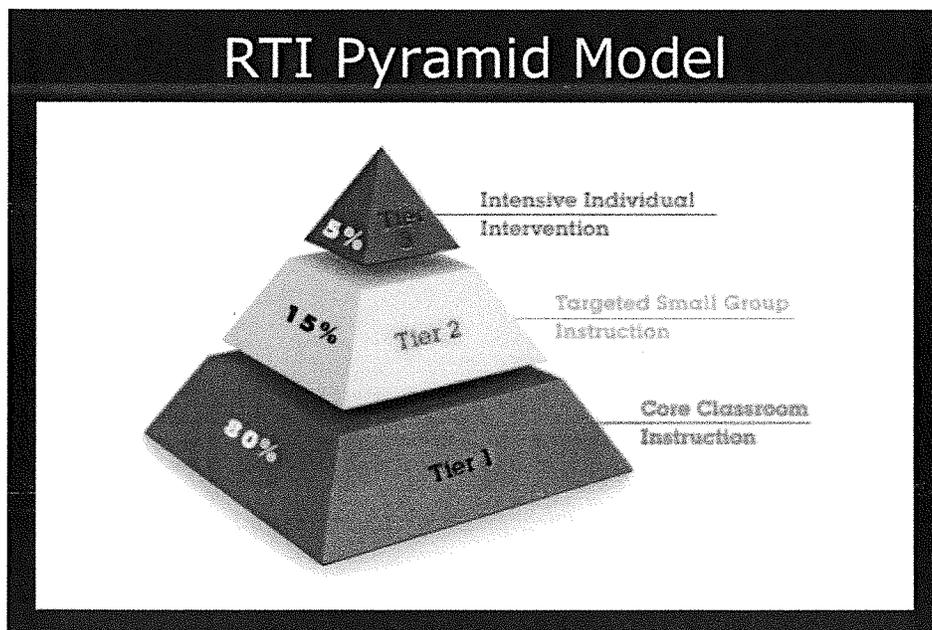
Student and Family Counseling, provided through Marin County HHS, One full-time Clinician (with restrictions), plus one, one day/week intern

Mindfulness Programming through Chelsea True, provided through Mindful Schools Project, one-time only grant

LCAP #2, 3, 4

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Implementing RTI Tier II Programming



Implementing RTI Tier II Programming

Bayside MLK does not currently offer any RTI Tier II Programming for our students during the school day.

Hannah Project provides Freedom School to some of our students during the summer. Tier II strategies are utilized during Freedom School.

Boys and Girls Club offers the Smarty Ants Literacy Curriculum to all Kindergarten students 60 minutes a day, 4 days a week.

Bridge The Gap College Prep provides its students with a variety of Tier II programs on a weekly basis.

Incorporating Strategic Arts Education 5 Year Plan

Bayside MLK Administration is working closely with representatives from the Center For Excellence (CFE) in implementing a roll out of the District Adopted 5 year strategic plan aligned with the district's LCAP.

Bayside MLK students currently receive one 40 minute period of art and one 40 minute period of music each week. FTE for each position is .2.

The Visual and Performing Arts Strategic Plan calls for a .2 FTE increase of each position for a net increase of .4 FTE total for art and music. Discussions have begun with regard to how this additional .4 FTE could be best utilized with a focus on integrating the arts into the classrooms for one period per week vs. providing the students with two more pull out classes.

LCAP #1, 2, 3, 4

Community School Manager & Parent Outreach

The Community School LCAP Goal is focused on all facets of developing and maintaining an effective community school. Based on guidance from the Bayside MLK Community Advisory Committee.

Priority Action #2 focuses recruiting, hiring, training, and retaining a community school manager.

This position is fully funded for the current year and beyond.

LCAP #2

2019-2020 Mindfulness, Student Success Coach, and RTI Tier II Academic Workshop Vision

High Impact Professional Development

Culturally Relevant Content - Climate/Classrooms

Social-Emotional Support for Students and Families

RTI Tier II Academic Workshop - Math and Literacy

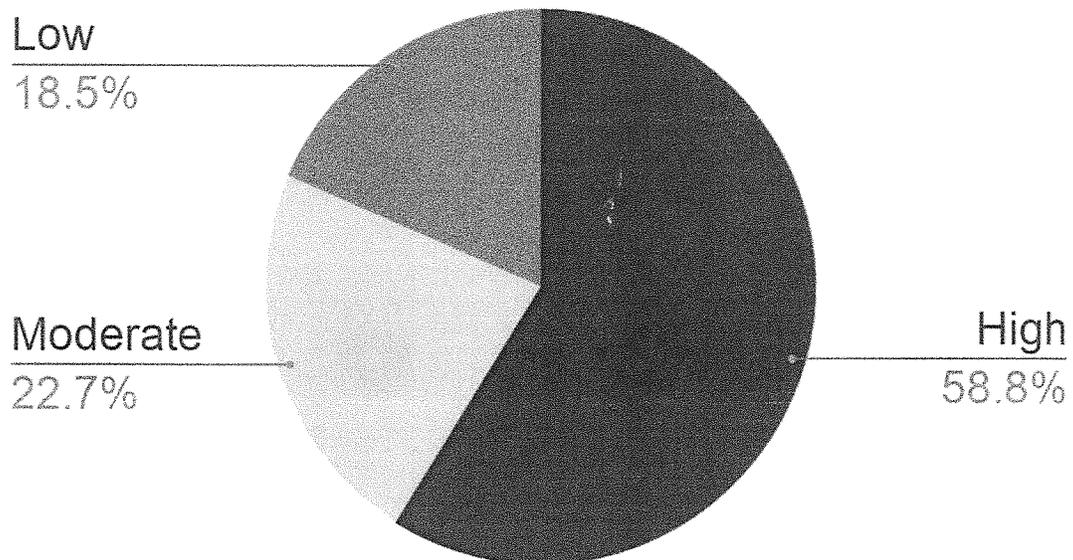
Arts Education

Community School Manager & Parent Outreach

LCAP #1, 2, 3, 4 23

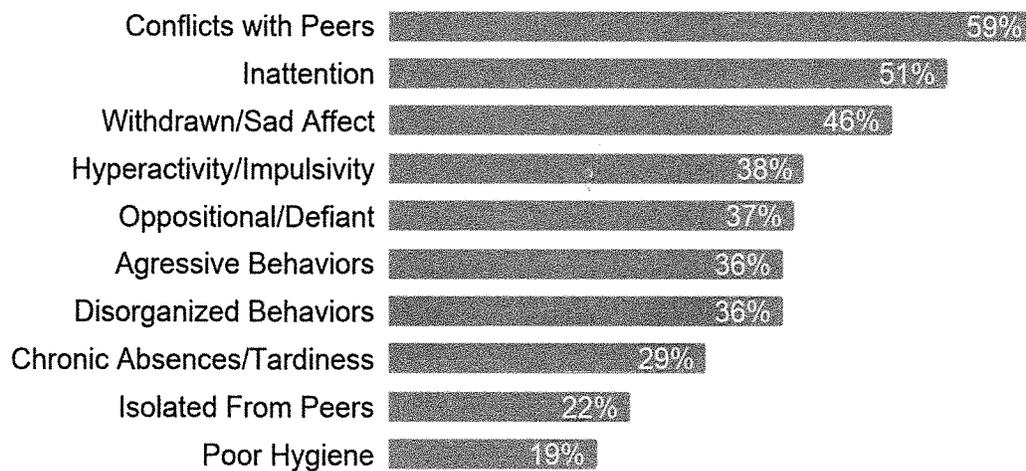
Seneca Social Emotional Screening Data Overview

School Summary Data - Overall Risk Level



Seneca Social Emotional Screening Data Overview

School Summary Data - Highest Scoring Risk Factors



Bayside MLK MAP Data Overview - Reading

September to December 2018 MAP Growth Data

Schoolwide Averages - 1st-8th Graders

39% Met or Exceeded Individual RIT Growth Target

37% Demonstrated Growth But Did Not Meet Projected Individual RIT Growth Target

24% Declined/Demonstrated No Growth on Individual RIT

Bayside MLK MAP Data Overview - Math

September to December 2018 MAP Growth Data

Schoolwide Averages - 1st-8th Graders

59% Met or Exceeded Individual RIT Growth Target

20% Demonstrated Growth But Did Not Meet Projected Individual RIT Growth Target

21% Declined/Demonstrated No Growth on Individual RIT

Bayside MLK Student MAP Norm Scores vs. National MAP Norm Scores - Math

1st Grade - BMLK Norm -162 / National Norm - 174 -
.05 Grade Levels Behind

2nd Grade - BMLK Norm - 175 / National Norm - 186 - 1
Grade Level Behind

3rd Grade - BMLK Norm - 193 / National Norm - 198 - .05
Grade Levels Behind

4th Grade - BMLK Norm - 197 / National Norm - 208 - 1
Grade Level Behind

Bayside MLK Student MAP Norm Scores vs. National MAP Norm Scores - Math

5th Grade - BMLK Norm - 204 / National Norm - 217 - 1.5
Grade Levels Behind

6th Grade - BMLK Norm - 212 / National Norm - 222 - 1.5
Grade Levels Behind

7th Grade - BMLK Norm - 214 / National Norm - 226 - 2
Grade Levels Behind

8th Grade - BMLK Norm - 212 / National Norm - 229 - 3.5
Grade Levels Behind

Bayside MLK Student MAP Norm Scores vs. National MAP Norm Scores - Reading

1st Grade - BMLK Norm - 160 / National Norm - 171 - .05

Grade Levels Behind

2nd Grade - BMLK Norm - 173 / National Norm - 184 - 1

Grade Level Behind

3rd Grade - BMLK Norm - 188 / National Norm - 196 - .75

Grade Levels Behind

4th Grade - BMLK Norm - 189 / National Norm - 204 - 1.5

Grade Levels Behind

Bayside MLK Student MAP Norm Scores vs. National MAP Norm Scores - Reading

5th Grade - BMLK Norm - 196 / National Norm - 209 - 1.5
Grade Levels Behind

6th Grade - BMLK Norm - 209 / National Norm - 214 -
1 Grade Level Behind

7th Grade - BMLK Norm - 205 / National Norm - 217 - 2
Grade Levels Behind

8th Grade - BMLK Norm - 211 / National Norm - 219 - 2.5
Grade Levels Behind

Current Classroom Instructional Practices

Whole Group Instruction

Small Group Instruction - Learning Centers Model

1:1 Instruction

Differentiation of Instruction - Content and Instructional Strategies

Volunteer Support

Current School Day - Content Delivery

English Language Arts

Mathematics

Social Studies/Science

Mindfulness

PE/Art/Music/Garden/Library

Recommended School Day - Content Delivery

English Language Arts

Mathematics

Social Studies/Science

Academic Workshop - Literacy

Academic Workshop - Mathematics

Mindfulness

PE/Art/Music/Garden/Library

Current Mindfulness Program

Weekly mindfulness coaching and mentoring for TK-8 classroom staff and students provided by Chelsea True of the Mindful School Project

Monday Program - one class period per week in each classroom with Chelsea

Daily Mindfulness Practice Led by Staff and Students

Grant Funded through the Mindful Schools Project

Recommended Mindfulness Program

Weekly mindfulness coaching and mentoring for all TK-8 classroom teachers and students provided by Chelsea True of the Mindful School Project

Monday Program - one class period per week in each classroom with Chelsea

Daily Mindfulness Practice Led by Staff and Students

Current Classroom Paraeducator Model

4 classrooms have part-time paraeducators (K, 1st, 2nd, SDC)

Focus is on supporting teachers with implementing academic and social-emotional needs - 1:1 work, small group facilitation, yard supervision, etc.

Inconsistent professional training and support

Paraeducator scheduling does not support staff meeting participation

Recommended Student Success Coach Model

Well-trained, 7.5 hours/day Success Coach in every classroom

2 Success Coaches in combination classes

Comprehensive training provided by Seneca focused on supporting students in a school and classroom setting

Weekly professional training and support provided by the UE coach and school principal

Success Coach scheduling supports staff meeting participation

*Increase of 6 classified employees plus increased hours for existing staff members

Current RTI Tier II Academic Workshop Model

Bayside MLK does not currently offer RTI Tier II Programming to its students during the school day.

There is no Academic Workshop Model in place.

Recommended RTI Tier II Academic Workshop Model - Literacy

Lessons facilitated by a full time credentialed literacy intervention teacher

Daily academic workshop classes in grades 1-8

30-40 minute classes

Push in model with intervention teacher, classroom teacher, and success coach facilitating instruction

*Increase of 1 full time credentialed teacher

Recommended Academic Workshop Curriculum - Literacy

K-2 iRead Program - Systematic, explicit instruction in foundational reading. Beginning with alphabet knowledge, print concepts, and phonological awareness and working towards word recognition, spelling, and fluency. Includes an online component.

3rd System 44 Program - Systematic, explicit instruction with focused supports for foundational reading skills, delivered in 3 rotations - online, independent reading practice, and small group instruction.

4-8 Read180 Program - Systematic, explicit instruction delivered in 3 rotations - online, independent reading practice, and small group instruction.

*Social Studies and Science content is embedded in the programs

Recommended RTI Tier II Academic Workshop Model - Mathematics

Lessons facilitated by the classroom teacher and student success coach

Daily academic workshop classes in grades K-8

30-40 minute classes

Recommended Academic Workshop Curriculum - Mathematics

Dreambox Learning - DreamBox Learning® Math is an evidence-based solution for RTI that uses formative data to respond, in-the-moment of learning, to each student while providing educators with real-time progress monitoring tools. DreamBox Learning can be used independently, in small groups, or with instructors to overcome math challenges.

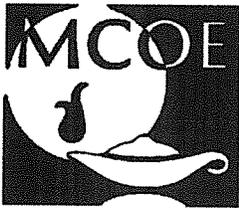
Khan Academy - Khan Academy offers practice exercises, instructional videos, and a personalized learning dashboard that empower learners to study at their own pace in and outside of the classroom. Math missions guide learners from kindergarten to calculus using state-of-the-art, adaptive technology that identifies strengths and learning gaps.

Vision

(Graphic to be added)

Opportunity for Board and Community Input

~ Questions and Comments ~



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January 14, 2019

Ms. Ida Green, President
Sausalito Marin City School District
893 Drake Avenue
Marin City, CA 94965

Dear Ms. Green,

Our office has completed its review of the Sausalito Marin City School District's first interim budget report for 2018-19 in compliance with the provisions of Education Code 42131(a)(2). The Code requires the County Superintendent to approve or disapprove interim report certifications after:

Examining the report to determine whether it complies with the standards and criteria established pursuant to Education Code 33127.

Determining whether the first interim budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.

The County Superintendent of Schools engaged the services of an independent third party, the Fiscal Crisis Management Assistance Team (FCMAT) to perform the review of the Sausalito Marin City School District's 2018-19 first interim budget and, upon completion, provide their findings and recommendations. Based upon our review of FCMAT's findings and recommendations, the first interim budget of the Sausalito Marin City School District has been approved, however, as detailed in the letter below, in concurrence with FCMAT's recommendations and findings, the District must provide additional documents and information updates during the course of the 2018-19 fiscal year as follows:

- Communicate weekly with the county office on the progress of negotiations regarding the Willow Creek Academy Memorandum of Understanding (MOU).
- Ensure the impacts of a fully negotiated and signed MOU with Willow Creek Academy are identified and adopted by the Board for inclusion in the District's second interim multi-year projection and provided to the County Superintendent on or before February 28, 2019 (in advance of the second interim report submission due date).

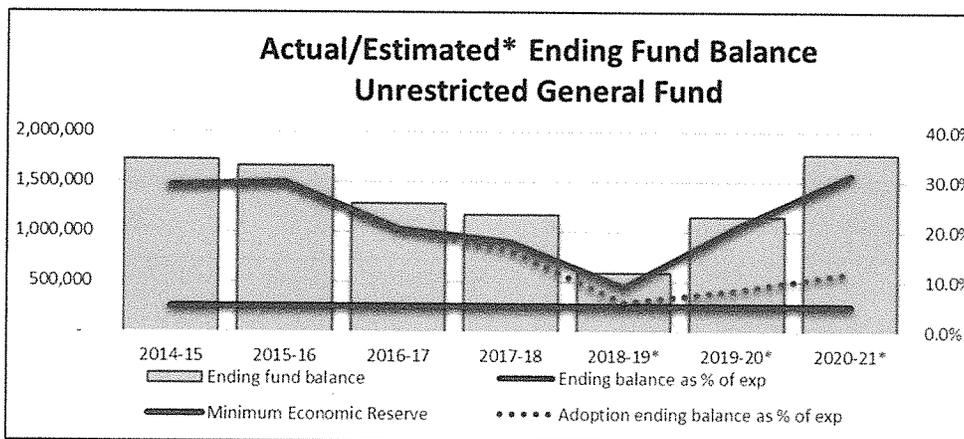
2019-20 GOVERNOR’S BUDGET PROPOSAL

On January 10th, the Governor released his 2019-20 Budget Proposal increasing Proposition 98 funding for schools by \$2.9 billion for a total of \$80.7 billion, a new all-time high for Proposition 98 funding. Governor Newsom’s first budget proposal lays out his case for bold investments, primarily with one-time funding, to make “the California Dream more accessible and affordable for all” in combination with a continued focus on restoring the State’s fiscal solvency by paying off outstanding debt, reducing unfunded pension liabilities and by “building up the most robust and prudent budget reserve in state history”.

The Governor’s Budget proposal increases the Local Control Funding Formula (LCFF) by approximately \$2 billion to fund COLA at 3.46% and provides \$576 million (\$186 million one-time) to support expanded special education services and school readiness supports. The Governor also proposes using non-Proposition 98 resources to provide \$3 billion one-time to CalSTRS to reduce long-term liabilities and reduce the school employer contribution rate from 18.13% of subject payroll to 17.1% in 2019-20 and from 19.1% to 18.1% in 2020-21. This investment effectively halves the CalSTRS retirement system rate increases and should, if approved, provide some real relief going forward. The budget also includes \$750 million one-time non-Proposition 98 funding to construct new or retrofit existing facilities for full-day kindergarten programs and \$125 million non-Proposition 98 funding to increase access to subsidized full-day, full-year State Preschool for four (4) year old children. Finally, the Governor proposes releasing \$1.5 billion in School Facilities Bond Funds, an increase of \$0.9 billion over the prior year while also increasing the State’s capacity to process and award facility funding applications.

BUDGETARY POSITION FOR SAUSALITO MARIN CITY SCHOOL DISTRICT

The District’s first interim budget and multi-year projection reflects an improvement when compared to the adopted budget. The following graph depicts the District’s estimated ending balance in the first interim budget and multi-year projection for the unrestricted general fund, with both the state required minimum reserve and the District’s actual reserve as a percentage of total general fund expenditures. The District’s estimated position at Adoption is shown by the dotted line for comparison purposes.



The District’s ending balance meets the minimum required reserve requirement for the current and both subsequent years, however, the multi-year projection assumes the elimination of expenditures and transfers on behalf of the Willow Creek Academy Charter School (Charter) in anticipation of a renegotiated memorandum of understanding (MOU) with the Charter. Any changes to the assumptions relative to the MOU will impact the District’s ability to begin the necessary recovery of the fund balance.

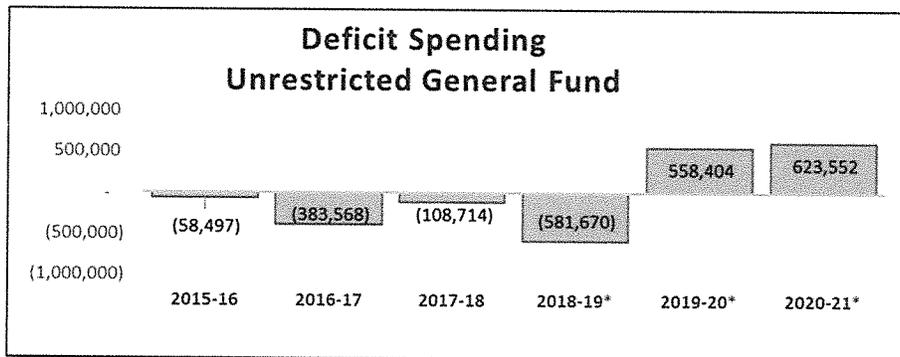
As noted above, the District must provide progress of negotiations regarding the Willow Creek MOU. In addition, the impacts of a fully negotiated and signed MOU with Willow Creek Academy shall be identified and adopted

by the board for inclusion in the District's second interim multi-year projection and provided to the County Superintendent on or before February 28, 2019 (in advance of the second interim report submission due date).

The last several years have seen substantial one-time revenues that have helped in meeting the many competing demands, however, the Governor's budget proposal for 2019-20 does not include any additional unrestricted revenues for K-12 programs beyond the statutory cost of living (COLA) increase. As a result, revenue increases in 2019-20 and beyond are unlikely to keep pace with the combination of inflation and retirement system increases. The Governor's proposal to provide \$3 billion one-time funding to pay down CalSTRS liabilities, reducing the employer contribution rate increase by approximately 1% in both 2019-20 and 2020-21 and bringing down the long-term rate by approximately 0.5% will help relieve these tensions for the budget and future years if approved as proposed.

OPERATING DEFICITS

The District's first interim budget projection reflects an operating deficit for the budget year before returning to a balanced budget and reserve recovery in the subsequent years of the multi-year projection as displayed in the chart below. In addition, we note the District has not yet settled with the classified bargaining unit. Absent offsetting cost reductions, salary increases will exacerbate the District's deficit spending.



Although the District reflects a growing budget surplus in the multi-year projection, as noted above, this recovery is dependent on certain assumptions relative to the MOU with the Charter. Without the changes related to the MOU reflected in the multi-year projection, the District has a structural operating deficit that will only grow over time. While some deficit spending may be planned, ongoing structural deficits threaten a school district's future educational programs. Districts that wait too long to address and correct structural deficits are forced to make dramatic corrections all at once. In contrast, carefully planned and phased-in structural corrections lessen the impact on children.

OTHER STATE FUNDING

The District's first interim budget has been increased for the one-time funding included in the state budget for 2018-19 by \$20 thousand reflecting the final state budget allocating \$184 per average daily attendance (ADA). As noted above, the Governor's budget proposal for 2019-20 does not include any unrestricted one-time funding.

SALARY SETTLEMENTS

School districts are in the "people business" and as a result the budget is largely driven by salaries and benefits. The first interim budget reflects the cost of the recent contract negotiations with the certificated bargaining unit

for 2018-19. We thank the District for the timely submission of the Public Disclosure of Collective Bargaining Agreement and multi-year projection.

The District has not settled negotiations with the classified bargaining units for 2018-19. Due to the ongoing nature of these costs, any permanent increases to salary require permanent and ongoing funding sources. When the District and bargaining unit are ready to settle negotiations, Government Code 3547.5 requires the District to publicly disclose costs, as certified by the superintendent and chief fiscal officer. Please provide a Public Disclosure of Collective Bargaining Agreement including the tentative agreement(s) and multi-year projection to our office 10 working days prior to Board approval. Budget revisions associated with salary settlements should be approved within 45 days of Board approval.

CASH FLOW

We encourage all Districts to request a Tax Anticipation Note (TAN) to allow borrowing in the general fund from the County of Marin for the minimal cost of the treasury interest rate. We note the District's TAN was approved by the County Board of Supervisors in October 2018.

RETIREE BENEFITS

The District provides Other Post-Employment health Benefits (OPEB) to retired employees that have met certain eligibility requirements. The District's projected OPEB liability is \$0.4 million. This valuation is based on the District's latest actuarial study dated July 2018 and represents an increase of \$37 thousand in the liability since the District's last study dated July 2016.

The governmental accounting standards board (GASB) issued new standards relative to OPEB benefits for implementation in 2017-18. The new standards require full accrual of the outstanding actuarially accrued liability, expanded note disclosures and updated actuarial studies every two (2) years. The implementation of GASB-75 and associated full recognition of the District's OPEB liability will have resulted in a reduction in unrestricted net assets in the recently issued 2017-18 audited financial statements.

CHARTER SCHOOLS

We look forward to receiving the District's review of the charter school's first interim budget report conducted in the course of the District's oversight role as detailed in Education Code section 47604.2.

RESERVES

The District maintains the state-required minimum reserve for economic uncertainty of 5% of total general fund expenditures in the current and two subsequent years. All school districts, whether state aid or community funded, are well advised to establish higher than minimum reserves in order to provide for the financial flexibility to absorb unanticipated expenditures without significant disruption to educational programs, cash flow deferrals and general economic uncertainties. Higher than minimum reserves allows the District to better ensure a consistent and stable program offering for students.

CONCLUSION

We thank Terri Ryland for her timely submission of the first interim budget using the statutorily required forms. If you have any questions, please do not hesitate to contact me at 415-499-5822.

We appreciate your dedication and service to the children of Marin County. Due to your good fiscal stewardship, the children of Marin County will continue to experience quality education now and in the future.

Sincerely,

MARY JANE BURKE
Marin County Superintendent of Schools

A handwritten signature in cursive script that reads "Kate Lane".

KATE LANE
Assistant Superintendent

cc: Terena Mares, Interim Superintendent
Terri Ryland, Interim Business Official

Enc.

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

CSIS California School Information Services

January 14, 2019

Mary Jane Burke, Superintendent
Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, CA 94903

Dear Superintendent Burke:

The purpose of this management letter is to provide the Marin County Office of Education with the findings and recommendations identified by the Fiscal Crisis and Management Assistance Team (FCMAT) following completion of a document review and analysis as outlined below.

In October 2018, FCMAT and the county office entered into a management-assistance agreement that states FCMAT will perform the following:

1. Perform an independent review, per Education Code Section 42130, of the Sausalito Marin City School District's 2018-19 First Interim financial report using Marin COE's process and checklist.

FCMAT obtained the necessary documents from the county office from December 20, 2018 through January 4, 2019. The FCMAT study team reviewed the documentation and utilized the Marin County Office of Education's budget review checklist to perform the analysis discussed in this management letter.

Study Team

The study team was composed of the following members:

Jennifer Noga, CFE FCMAT Intervention Specialist Bakersfield, CA	John Von Flue FCMAT Chief Analyst Bakersfield, CA
--	---

Leonel Martínez
FCMAT Technical Writer
Bakersfield, CA

Each team member reviewed the draft management letter to confirm accuracy and achieved consensus on the final recommendations.

FCMAT

Michael H. Fine, Chief Executive Officer

1300 17th Street - CITY CENTRE, Bakersfield, CA 93301-4533 • Telephone 661-636-4611 • Fax 661-636-4647
755 Baywood Drive, 2nd Floor, Petaluma, CA 94954 • Telephone: 707-775-2850 • Fax: 661-636-4647 • www.fcmat.org
Administrative Agent: Mary C. Barlow - Office of Kern County Superintendent of Schools

Introduction

Located in Marin County, the Sausalito Marin City School District has a governing board composed of five members who are elected at large. The district serves approximately 119 students in kindergarten through eighth grade at Bayside Martin Luther King Jr. Academy in the unincorporated community of Marin City. The district is also the authorizing agency for the Willow Creek Academy Charter School, an independent, direct-funded charter school organized as a California nonprofit public benefit corporation and located in the city of Sausalito. The charter school serves approximately 407 students in kindergarten through eighth grade.

Findings

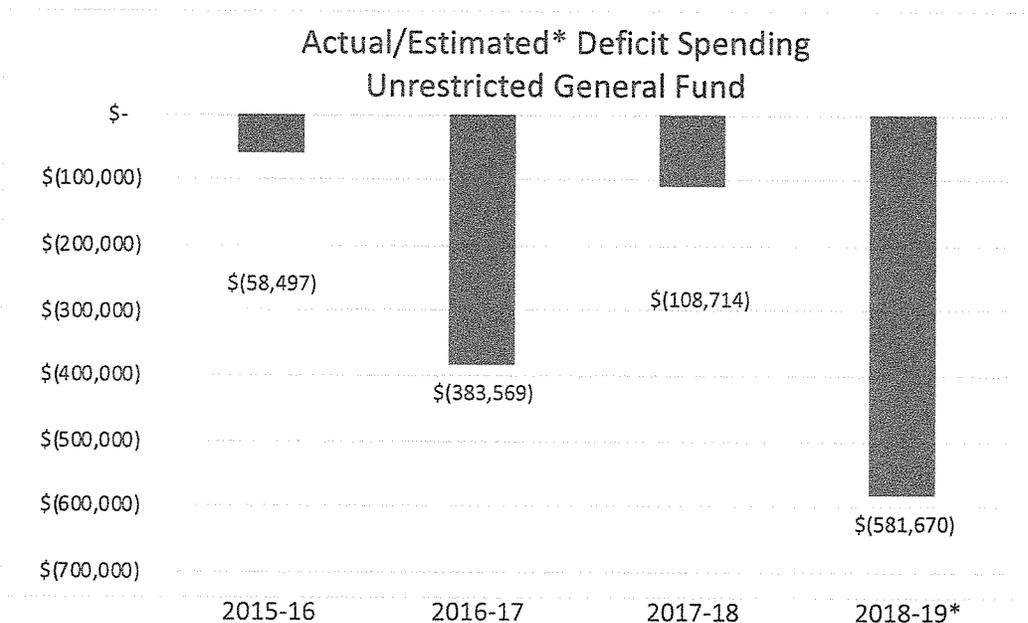
During FCMAT's review, the team found several areas of concern related to the district's fiscal solvency. They are outlined below.

Operating Deficits

The district projects an operating deficit of \$581,670 in the unrestricted general fund for 2018-19. Although some deficit spending may be a result of one-time costs from prior-year funding sources, ongoing structural deficits threaten a school district's future educational programs and fiscal solvency.

The district projects to eliminate deficit spending in subsequent years because it anticipates the cessation of expenditures related to the Willow Creek Academy Charter School. A memorandum of understanding (MOU) between the district and Willow Creek is scheduled to expire on June 30, 2019. If the yet-to-be-negotiated new MOU for July 1, 2019 forward includes like terms and obligations to the existing MOU paid by the district to or on behalf of the charter school, the projected fund balances in 2019-20 and 2020-21 will be materially impacted.

Therefore, we encourage the district to recognize and monitor the causes for deficit spending.



Property Tax Estimates

The district is considered a community funded (previously referred to as basic aid) district because its property taxes are in excess of the Local Control Funding Formula (LCFF) entitlement. Dependence on property taxes means dependence on assessed property values from which taxes are derived. The district projects a 5% annual increase in property tax revenue for the two subsequent fiscal years; however, to the extent that this increase does not materialize, deficit spending and the estimated ending fund balance would be directly affected, increasing the risk of insolvency. The district should work closely with the Marin County Office of Education and the county of Marin in projecting future property tax values.

Salary Settlements

California Government Code requires a local education agency to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. Government Code (G.C.) Section 3547.5 states the following:

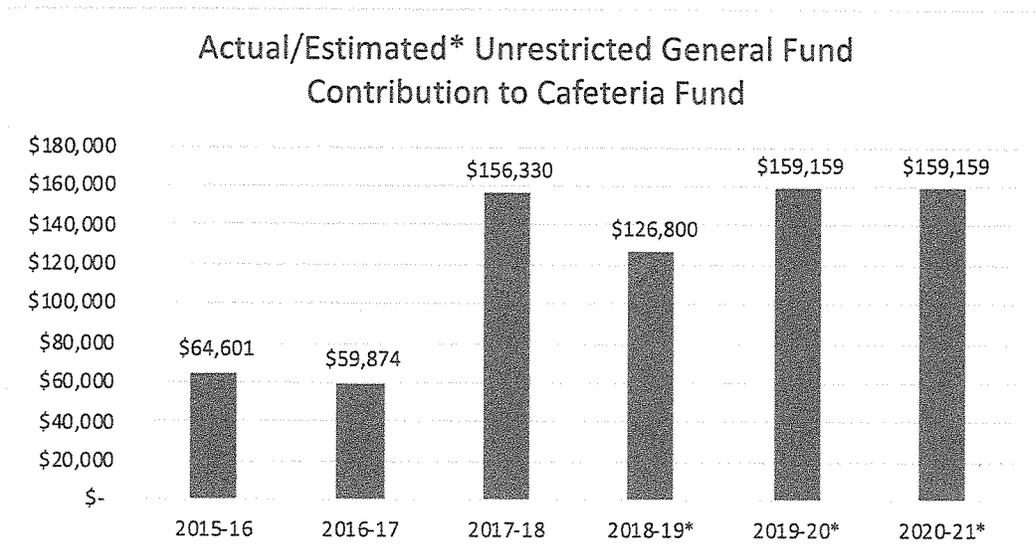
Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer ...

Assembly Bill (AB) 2756 (Daucher) made changes to the collective bargaining reporting language, requiring the superintendent and chief business official to certify in writing that the district can meet the costs incurred under the proposed agreement during the term of the contract. This certification is also required to itemize any budget revision necessary to meet the costs of the agreement in each year of its term [G.C. Section 3547.5(b)].

The district has not settled negotiations with the classified bargaining unit for 2018-19. Because employment compensation costs are ongoing, any increases to salary require permanent and ongoing funding sources. Additionally, negotiations could impact the district's ability to meet the minimum reserve requirements. The district will need to provide the county office with all the information necessary to understand the financial impact of any final collective bargaining agreement reached pursuant to Government Code 3543.2 [G.C. Section 3540.2(d)].

Contributions

The unrestricted general fund contributed \$156,330 to the cafeteria fund in 2017-18, and is projected to contribute \$126,800 in 2018-19, and \$159,159 is projected for both subsequent fiscal years. The district's board policy states this fund should be self-sufficient; the district should identify areas of cost reductions and/or revenue increases and discontinue the cafeteria fund's reliance on the general fund.



Reserves for Economic Uncertainties

The district proposes to meet the state-required 5% minimum reserve for economic uncertainty in the current year with an unrestricted general fund balance reserve of \$531,225. Additionally, the district projects a positive fund balance for the two subsequent fiscal years because of the assumption that expenditures related to the Willow Creek Academy Charter School will cease. FCMAT’s previous review of the adopted budget indicated the district would inform the county office on the progress of negotiations (e.g., provide meeting agendas and minutes, if possible) when it submitted the first interim report. No such communication had been provided on the MOU’s status at the time of fieldwork for this letter. If any of the current obligations are recommitted in the newly negotiated MOU, the positive fund balance projections will be at risk. One mitigating factor is the \$1.4 million in unrestricted funds that the district received from a previous catastrophic loss payment and has chosen to place in fund 40.

Other Considerations

In December, the district received a letter from the state attorney general’s office stating it violated the anti-discrimination laws with regards to Bayside Martin Luther King Jr. Academy. Because of this opinion, the district could be required to expend unknown amounts in legal fees and operational costs to remedy the attorney general’s finding of segregation and discriminatory conditions. The district should immediately formulate an estimate of these potential expenditures to be included in the second interim report.

Recommendations

As a part of the interim review process, Education Code Section 42131 requires that the county superintendent of schools review and analyze district interim reports in accordance with State Board Criteria and Standards pursuant to Education Code Section 33127. Each interim report is reviewed to determine whether the school district can meet its multiyear financial commitments and to identify technical corrections needed to bring the budget into state standardized reporting compliance. FCMAT’s analysis found that in order for the county office to concur with the district’s positive self-certification, the district will need to maintain the expenditure reductions as reflected in the 2018-19 first interim budget and

multiyear projection to meet the required reserve in the current and two subsequent years. The county office should require the following concerns to be addressed before the district submits its second interim report:

- Communicate weekly with the county office on the progress of negotiations (meeting agendas and minutes, if possible) regarding the Willow Creek Academy.
- Ensure the impacts of a fully negotiated and signed MOU with Willow Creek Academy are identified and adopted by the board for inclusion in the district's second interim multiyear projection and submitted to the county superintendent on or before February 28, 2019.

FCMAT would like to thank the Marin County Office of Education staff for their cooperation and assistance in this review. Please do not hesitate to contact us if we can assist your county office in any way.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Noga". The signature is written in a cursive, flowing style.

Jennifer Noga, CFE
Intervention Specialist



SAUSALITO MARIN CITY SCHOOL DISTRICT

Interim Superintendent: Terena Mares
Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough, Debra Turner and Caroline Van Alst

1895 - 2019

Mary Jane Burke
Superintendent of Schools
Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, CA 94903

February 7, 2019

Thank you the opportunity to review the Sausalito Marin City School District's (SMCSD) First Interim letter. We have reviewed the letter and find it accurately captures the current fiscal status. At this time, the SMCSD is not in the position to completely satisfy the specific requests for information as outlined in the letter. The purpose of this letter is to provide the Marin County Office of Education (Marin COE) with as much information as is currently available, in addition to providing an estimated timeline for when the Marin COE can expect continued communication and information.

Recently SMCSD representatives began meeting with the Attorney General's Office (AGO) in response to the conclusion of its two-year confidential investigation. The SMCSD is not at liberty to disclose the nature of these discussions, however. Moreover, the SMCSD is not in the position to move forward with discussions surrounding a Memorandum of Understanding (MOU) with Willow Creek Academy (WCA) at this time. The SMCSD is however communicating and sharing certain elements related to its future financial relationship with WCA. Consequently, we are providing the information below in response to the requests included with the Marin COE's review of the SMCSD's 2018-19 First Interim Budget.

- *Communicate weekly with the county office on the progress of negotiations regarding the Willow Creek Academy Memorandum of Understanding (MOU).*

It is unlikely the SMCSD will have anything substantive to share on a weekly basis to the Marin COE nor will it have concluded its discussions with WCA in order to incorporate the impact of an MOU within the Second Interim Budget. Nevertheless, the SMCSD will provide periodic and written updates related to its communication with WCA and the developing details of its financial relationship as soon as it is legally permitted to do so.

- *Ensure the impacts of a fully negotiated and signed MOU with Willow Creek Academy are identified and adopted by the Board for inclusion in the District's second interim multi-year projection and provided to the County Superintendent on or before February 28, 2019 (in advance of the second interim report submission due date).*

On January 30, 2019, the SMCSD provided written information, including requests for information to WCA related to the items listed below, and the Marin COE was copied on this communication.

➤ Review and findings of WCA's 2018-19 First Interim Budget

The WCA 2018-19 budget received by the SMCSD did not incorporate the impact of the SMCSD's budget assumptions for 2019-20 and 2020-21. Consequently, the SMCSD is requiring a contingent budget for 2019-20 and 2020-21.

➤ Implications of WCA's application to the El Dorado Charter SELPA

The SMCSD has requested WCA to provide the details of its projected special education costs in the event WCA moves to the El Dorado Charter SELPA, by no later than February 28, 2019. Additionally, due to WCA's application to the El Dorado Charter SELPA the SMCSD is prepared to issue layoff notices for staff who are currently providing special education services to WCA. Of particular note, these staffing reductions are currently incorporated into the SMCSD's Multiyear Projections. Certificated layoff notices are set to go to the board during its February 14th board meeting. If approved by the board, the Marin COE can expect copies of all affected layoff notices by February 28 as well. Affected classified layoff notices will follow at a later date.

➤ Status of WCA's Proposition 39 Facilities Request

On February 1, 2019 the SMCSD provided a response to WCA's Proposition 39 Facilities Request for 2019-20. Specifically, the proposal included a prorated share of facilities costs consistent with the SMCSD's budget projections included with the last three approved SMCSD budgets, including an expectation that WCA will pay for its own utilities. A copy of the SMCSD's preliminary proposal is attached.

Under California Code of Regulations 11969.9(g), WCA has until March 1, 2019 to respond.

The SMCSD trusts this provides an adequate response to the request for information outlined in the Marin COE's January 15, 2019 letter. The SMCSD is earnest in its commitment to provide clarity to the community and to WCA related to the future of its financial relationship, to the extent currently allowed under law. At this time the SMCSD finds it necessary to provide only incremental and relevant information as it becomes known.

Sincerely,

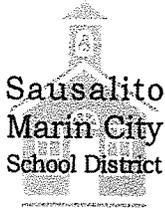


Terena Mares
Interim Superintendent

Attachments:

January 30, 2019 District Response to WCA 2018-19 First Interim Budget
SMCSD Preliminary Offer, Facilities Agreement, and attachments
WCA Proposition 39 Facilities Request

CC: Kate Lane, Assistant Superintendent, Marin County Office of Education
Ida Green, Sausalito Marin City School District Board President
Bonnie Hough, Sausalito Marin City School District Trustee, Charter Oversight Representative
Kurt Weinsheimer, Willow Creek Academy Board President



1895 - 2019

SAUSALITO MARIN CITY SCHOOL DISTRICT

Interim Superintendent: Terena Mares
Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough,
Debra Turner and Caroline Van Alst

Willow Creek Academy
636 Nevada Street
Sausalito, CA 94965

January 30, 2019

Dear President Weinsheimer,

The purpose of this letter is to provide Willow Creek Academy Charter School (**Charter**) with information from its authorizer, the Sausalito Marin City School District (**District**) regarding its response to the following items:

- Review and findings of the **Charter's** 2018-19 First Interim Budget
- Implications of the **Charter's** application to the El Dorado Charter SELPA
- Status of the **Charter's** Proposition 39 Facilities Request

2018-19 First Interim Budget Review and Findings

As background and context, the **Charter** submitted its Charter Renewal Petition to the **District** in June of 2018 and the **District** approved the Renewal Petition at its regular board meeting on June 26, 2018. The **Charter's** presentation included an errata slide (Slide 33 attached) which demonstrated the impact of the **District's** budget assumptions for the 2019-20 and 2020-21 multiyear projections. The **Charter's** errata slide included a projected deficit of (\$423,835) for the **Charter's** 2019-20 fiscal year. During the **Charter's** presentation, the **Charter** represented its ability to manage the impact of the potential loss of financial benefits associated with the current MOU, set to expire on June 30, 2019. Further analysis by the **District** affirmed this claim.

The 2018-19 First Interim **Charter** budget received by the **District** did not incorporate the impact of the **District's** budget assumptions for 2019-20 and 2020-21, nor did it include an alternative budget projection similar to what was shared during the **Charter's** Charter Renewal application in June 2018. Further analysis by the **District** however reaffirmed the **Charter's** previous demonstration about its ability to manage the impact of the potential loss of the current MOU financial benefits. Nevertheless, the **Charter's** First Interim budget is out of alignment with the **District's** budget projections for 2019-20 and 2020-21. The **Charter** must therefore submit a contingent budget projection for 2019-20 and 2020-21 that reflects alignment with the **District's**

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www.smcsd.org

multiyear projection, which reflects the potential loss of the Charter's financial benefits associated with the current MOU. Once received, and under its oversight responsibilities, the District will then reassess the impact of potential budgetary and programmatic changes to the Charter which, if realized, may then constitute a material change to its Charter Petition.

Implications of Charter's application to the El Dorado Charter SELPA

In the event the Charter moves to the El Dorado Charter SELPA, the District will require the Charter to provide the details of its projected special education costs, no later than February 28, 2019. The District needs this in order to assess the charter's programmatic and financial capacity to become a Local Educational Agency (LEA) for purposes of special education. Under its oversight responsibilities, the District exercises its oversight role in reviewing the Charter's special education plans. Additionally, a change to the Charter's status for special education in becoming an LEA for purposes of special education would constitute a material change to its Charter and would therefore necessitate a revision of its Charter Petition.

As the LEA for the Charter's special education services, the District will need to make staffing plans and programmatic commitments for the 2019-20 school year. The Charter's plans, no matter how preliminary, will help to work towards a smooth transition in services for the District and Charter programs. The District is open and willing to engage in discussions about collaboration of services including contracting with the Charter for similar services as provided for currently.

Status of Charter's Proposition 39 Facilities Request

Within the next few days and no later than February 1, the Charter can expect a response for the Proposition 39 Facilities Request for 2019-20. Specifically, the response will provide the Charter with information to use for planning for the 2019-20 school year. The District does not anticipate any changes to the allocation of facilities, however the Charter can expect a proposal for a proration of costs associated with the facilities, consistent with the District's budget projections included with the last three approved District budgets.

Sincerely,



Terena Mares
Interim Superintendent

CC Ida Green, Board President Sausalito Marin City School District
Bonnie Hough, Trustee Representative Charter Oversight Board Committee
Tara Seekins, Willow Creek Academy Head of School
Loren Soukup, Senior Associate General Counsel, School & College Legal Services
Mary Jane Burke, Marin County Superintendent of Schools

Attachments: Charter Presentation Erata Slide 33



Effect of District Budget Projections for 2019/2020

- District Budget assumptions would produce 10% gap in 2019/20 WCA Budget
- District Budget assumes max charges, zero sharing of \$3M excess tax revenue
- Potential offsets include excess tax revenue sharing, anticipated state funding increases, grants, expense reductions at District and school site levels

Total WCA Budget Revenue	\$4,223,027	
Special Ed funding		<u>\$245,721</u>
Revised revenue		<u>\$4,468,748</u>
Total WCA Budget Expenses	\$4,217,583	
Special Ed cost Est.		\$375,000
Facilities charges (net of 2% OH)	\$200,000	
Utilities		<u>\$100,000</u>
Revised expenses		<u>\$4,892,583</u>
Net Incr/(Decr) in Fund Bal	<u>\$(423,835)</u>	



SAUSALITO MARIN CITY SCHOOL DISTRICT

1895 - 2019

Interim Superintendent: Terena Mares
Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough,
Debra Turner and Caroline Van Alst

February 1, 2019

Kurt Weinsheimer, President of Board
Willow Creek Academy
636 Nevada Street
Sausalito, CA 94965

Re: Preliminary Offer of Facilities for Charter School, 2019-2020 School Year

Dear Mr. Weinsheimer:

On behalf of the Sausalito Marin City School District (hereinafter referred to as District), I am writing in response to your October 25, 2018 Facility Request letter and in accordance with section 11969.9 of Title 5 of the California Code of Regulations.

Section 11969.9, subdivision (f) of Title 5 of the California Code of Regulations requires a school district, in response to a request for facilities, to prepare in writing, a preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. The District has accordingly prepared this preliminary proposal in accordance with applicable regulations. (Cal. Code Regs., tit. 5, § 11969.1 et seq.; "Prop 39 Regulations.")

The projections of in-district classroom ADA on which the proposal is based:

With regard to the Average Daily Attendance (ADA) issue, the Charter School originally projected in-District ADA for next year at 310.84. We accept this projection.

The specific location or locations of the space:

The preliminary offer of space is based on a projected in-District ADA of 310.84. The District offers the Charter School its current school location at 636 Nevada Street in Sausalito. The preliminary space includes the following:

- The use of Portables 1-4 and Portable A, Rooms 1-4,
- Rooms 6-8, Rooms 19-28, Rooms 10-12, and other necessary spaces to meet the educational needs outlined [below].

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- Use of art (currently Room 24) and music (currently Room 17) rooms, a school office space, and an appropriate site in which to have breakfast and lunch served and eaten (the Multipurpose Room).
- 18 classrooms for direct instruction
- 3 offices for counseling, testing and other purposes (Rooms 14, 15, and 16);
- A minimum of 4 additional rooms that can be used for small group work or special education small group instruction (Rooms 5, Sa, Sb, and 7);
- The library (for instruction, research and specialized classroom space)
- A STEAM lab or flexible growth classroom (Portable A);
- 1 room for specialized Literacy instruction and Literacy Specialist office (Rm. 13)
- 1 room Maya Angelou Center for Restorative Justice (Rm. 22)
- 1 room for Assistant Head of School office (Rm. 23)
- 2 rooms for our After-School program and offices (Portables P-3 and P-4)
- 2 rooms for Art instruction (Visual Arts and Music, Rooms 24 and 17)
- 2 rooms for shared special education classes (SMCSD and MCOE, Rooms 9 and P-5)
- The Multi-purpose Room
- Outdoor garden spaces

All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space:

A copy of a sample Facilities Use Agreement is attached for your review. This contains the relevant conditions of the Charter School's use.

The projected pro rata share amount and a description of the methodology used to determine that amount:

Pursuant to 5 CCR 11969.7, the District estimates that the Charter School's pro-rata share is as follows:

- If the District remains the LEA for the Charter School's special education, the Charter School shall be provided with 53.23% of the District's total square footage of property and the projected pro rata share amount for the Charter School shall be \$278,270.00.
- If the Charter School becomes its own LEA for special education, the Charter School shall be provided with 59% of the District's total square footage of property and the projected pro rata share amount for the Charter School shall be \$308,392.00.

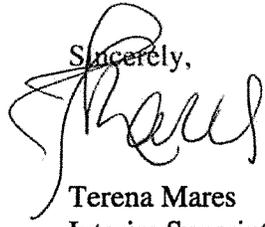
A detailed description of these cost breakdowns are set forth in the attached Facilities Use Agreement.

A list and description of the comparison group schools used by the District in developing its preliminary proposal, and a description of the differences between the District's preliminary proposal and the Charter School's facilities request:

Bayside MLK, the only school of the District, was used for comparison purposes and if the District remains the LEA for the Charter School's special education there will be no difference between the District's preliminary proposal and the Charter School's facilities request. However, if the Charter School becomes its own LEA for special education, the RSP Room square footage (1,027 sq. ft) will shift from

the District to the Charter School, resulting in an increase to the facility use proposed in the Charter School's facility request.

We look forward to receiving your response by March 1, 2019.

Sincerely,

Terena Mares
Interim Superintendent

Encl.

**FACILITIES USE AGREEMENT BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND WILLOW CREEK ACADEMY CHARTER SCHOOL**

This Agreement, dated _____, is between the Sausalito Marin City School District (“District”) and the Willow Creek Academy Charter School (“Charter School”).

RECITALS

- A. The District is the owner of real property situated at 636 Nevada Street Sausalito, California, 94965.
- B. Charter School is a charter school that provides educational programs for children from kindergarten through eighth grade.

Pursuant to California Education Code sections 47605-47664 *et. seq.* and Title 5 of the California Code of Regulations sections 11969.1 *et. seq.*, the parties agree as follows:

1. TERM/PREMISES.

- A. From July 1, 2019 until June 30, 2020, District grants a license to use premises (“Premises”) located at 636 Nevada Street, Sausalito, California, 94965, for the purpose of operating a California public school Charter School, serving children in grades kindergarten through eighth grade in accordance with the terms of this Agreement. The term “Premises” includes the grounds as well as all buildings and structures on the Premises, with the exception for 33 Buchanan, the Robin’s Nest facilities, and, if the Charter School becomes its own LEA for special education, the Marin County SELPA’s Regional Classroom (P-5). If the District continues to be the LEA for the Charter School’s special education, then the RSP Room (Room 9) will also be excluded from the definition of “Premises.”
- B. Prior to July 1, 2019, Charter School shall have thoroughly inspected the Premises, and, in occupying the Premises, accepts the Premises as is.
- C. This Agreement shall terminate on June 30, 2020.

2. USE OF PREMISES

- A. During the Term, Charter School shall operate educational programs as set forth in the approved Charter Petition, approved by the District’s Board of Trustees on or around June 26, 2018 unless otherwise agreed to in advance by the parties. In the event that Charter School wishes to use District facilities for uses outside of the Charter Petition, the District reserves the right to assess fair rental charges, and prior written permission of the District must be obtained.

- B. This Agreement shall not be assigned by Charter School or by operation of law without the advance written consent of District. Any attempt to so assign the Agreement without consent shall be null and void. Charter School shall not enter into any agreement which purports to sublet the Premises.
- C. Charter School may not allow any assignee, individual, group, agency, business, corporation, or other entity (collectively, "Third Party") to use the Premises for any purpose that has not been authorized by the Charter Petition or the District in writing. No Third Party may use the Premises without a written, signed Facilities Use permit authorized by the District.
- D. Charter School agrees to comply with the Civic Center Act with regard to Third Party usage of facilities, when permitted.

3. Facility Costs and Maintenance

- A. The District will charge a pro rata share of the cost of facilities pursuant to California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.7 and as agreed upon by the parties.
- B. The "Facility Cost" includes the District's total maintenance costs, the cost of plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases, multiplied by the percentage of District property provided to the Charter School. (Cal. Educ. Code § 47614(b)(1); Title V of the California Code of Regulations, Section 11969.2(h).) If the District remains the LEA for the Charter School's special education, the Charter School shall be provided with 53.23% of the District's total square footage of property and the Facility Cost shall be calculated based upon that percentage, as further set forth in Attachment A. If the Charter School becomes its own LEA for special education, the Charter School shall be provided with 59% of the District's total square footage of property and the Facility Cost shall be calculated based upon that percentage, as further set forth in Attachment B.
- C. The Charter School shall be responsible for all utilities, including, but not limited to, water, gas, electricity, heat, garbage, telephone services, internet, network infrastructure, and other services incurred at the Premises ("Utilities").
- D. Charter School shall be responsible to pay for any Premise costs that are not included in the District's calculation of Facility Cost.
- E. Charter School will be invoiced monthly for the Facility Cost and Utilities and will be required to submit payment to the District within 30 days of receipt of invoice.

- F. Charter School shall at all times keep the Premises in good order and repair or report any necessary District repairs to the District Facilities Director or Designee promptly after discovering the need for repair.

4. CRIMINAL BACKGROUND REVIEW.

Before Charter School permits an employee or volunteer to provide services on the Premises, Charter School shall cause the employee's or volunteer's fingerprints to be submitted to the Department of Justice for the purpose of determining whether the employee or volunteer has been convicted of a violent or serious felony (See Penal Code Sections 667.5(c) and 1192.7(c)) that would disqualify him or her from employment by a California public school district. Charter School shall not permit any employee or volunteer who would be so disqualified to provide services on the Premises. At all times this Agreement is in effect, Charter School shall provide District with a current "security list" of all employees and volunteers who are providing services on the Premises and certify that no person on the list has been convicted of a violent or serious felony.

5. SUPERVISION.

Charter School 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 of all applicable laws and regulations.

6. INSPECTION.

District may inspect the Premises at reasonable times to ensure compliance with the terms of this Agreement.

7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

Charter School shall not make alterations, additions, or improvements to the Premises without obtaining the advance, written consent of District. Any alterations, additions, or improvements shall be made at Charter School's expense and shall remain on and be surrendered with the Premises at the termination of this Agreement, unless otherwise specified by District. Any person entering the Charter School campus to make alterations, additions, or improvements for Charter School shall be subject to state law as well as District's policies and regulations regarding campus safety and security. As District deems appropriate Charter School may be required to maintain continuous direct supervision of all such persons while Charter School or District students are in session on the Premises. All alterations, improvements, and/or additions to property will be at the sole expense of the Charter School.

8. WASTE/COMPLIANCE WITH LAW.

Charter School 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.

Charter School 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. Charter School shall not use the Premises or permit anything to be done, which will create a hazardous condition, in or about the Premises. Charter School 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, excluding structural changes not related to or affected by Charter School's improvements or acts. The judgment of any court of competent jurisdiction or the admission of liability in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

9. SURRENDER OF PREMISES.

Upon termination of this Agreement, Charter School shall return the Premises to District in the same condition as on the commencement of the Term, normal wear and tear excepted.

10. INSURANCE.

With respect to this Agreement, Charter School shall maintain insurance as described below:

- A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- B. General Liability Insurance. Commercial general liability insurance, or approved self insurance, covering bodily injury and property damage using an occurrence policy form, in an amount no less than Twenty Million Dollars (\$20,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.
 1. District, its officers, agents, and employees, are named as additional insured for all Liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 2. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.
- C. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- D. Documentation. The following documentation shall be submitted to the District:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Charter School agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the District for the duration of this Agreement.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

D. Other Insurance Matters. All of the insurance required under this Agreement shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A VIII as rated in the most recent edition of Best's Insurance Reports and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount. If the Charter School fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the Charter School's failure to pay such damages, and deduct and retain the amount of the premiums from the security deposit or at its sole discretion, find the Charter School in default of this Agreement.

E. Policy Obligations: Charter School's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach. If Charter School, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.

11. HOLD HARMLESS.

To the fullest extent permitted by law Charter School 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 Charter School or its governing board's invitees or guests in or about the Premises, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole 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 Charter School or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. INDEPENDENT STATUS.

- A. Charter School is a separate legal entity. Charter School 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 Charter School or, District and Charter School's employees and agents. Charter School is responsible for maintain active status of non-profit public benefit corporation status during the life of this Agreement.
- B. Unless otherwise agreed to in writing by the parties, all agents, servants, and employees of the Charter School shall be under the exclusive management control of Charter School and shall not be agents, servants, or employees of the District for any purposes whatsoever. It is specifically acknowledged that the programs provided by Charter School and any of its agents, servants, or employees are entirely and exclusively under the supervision and control of Charter School, and no person so employed shall have any status or right with regard to the District.
- C. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute District or Charter School a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

13. DEFAULTS, REMEDIES.

- A. Charter School's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Charter School:
 - 1. Vacating or abandoning the Premises prior to the expiration of this Agreement.
 - 2. The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School, including the payment of Facility Costs, if such failure continues for a period of thirty (30) days after written notice is given by District to Charter School. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.
 - 3. The making by Charter School of any general assignment, or general arrangement for the benefit of creditors.
 - 4. The filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School, the same is dismissed within 60 days).

5. The appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days.
6. The attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
7. The discovery by District that any material representations given to District by Charter School, any successor in interest of Charter School, or any guarantor of Charter School's obligations hereunder, was materially false.

B. District's Remedies on Charter School's Default. In the event of any default by Charter School which is not cured by Charter School, District can terminate this Agreement by giving Charter School thirty (30) days' notice of termination. On termination of the Agreement for default pursuant to this paragraph, District shall have the right to recover from Charter School the following amounts for any and all damages which may be the direct or indirect result of such default:

1. The worth, at the time of the award, of the unpaid Facility Costs that has been earned at the time of termination of this Agreement. "The worth," is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge; and
2. Any other amount, and court costs, necessary to compensate District for all detriment proximately caused by Charter School's default which District proves could not have been reasonably avoided.

C. District's Remedies in Event of Breach. In the event of any breach of this Agreement, District, in addition to the other rights or remedies District may have, shall have the immediate right of reentry and may remove all persons and property from the Premises.

1. The property may be removed and stored in any place in the building where the demised Premises are located, or in any other place, for the account of, and at the expense and risk of, Charter School.
2. Charter School waives all claims for damages which may be caused by the reentry of District and the taking of possession of the demised Premises or removal or storage of the furniture and property as herein provided.
3. Charter School will hold the District harmless from any loss, costs or damages caused by District and no such entry will be considered or construed to be a forcible entry.
4. Should District elect to reenter, as provided in this Agreement, or should District take possession pursuant to legal proceedings or pursuant to any

notice provided for by law, District may either terminate this Agreement or District may from time to time, without terminating this Agreement, rent the Premises, or any part of it, for such term or terms and at such rental or rentals and on such other terms and conditions as District in District's sole discretion may deem advisable, with the right to make alterations and repairs to the Premises.

5. No such reentry or taking possession of the Premises by District shall be construed as an election on District's part to terminate this Agreement unless a written notice of such intention is given to Charter School or unless the termination thereof is decreed by a court of competent jurisdiction.
6. Notwithstanding any rental without termination, District may at any time thereafter elect to terminate this Agreement for such previous breach.

14. AMERICANS WITH DISABILITIES ACT (ADA).

It is acknowledged that Premises are currently in compliance with the ADA. Charter School shall not make any changes or arrangements that would cause the Premises to no longer be in compliance with the ADA and its supporting regulations, as may be amended from time to time. Charter School is also responsible for compliance with any and all similar federal, state or local laws, regulations and ordinances relating to removal of barriers within the workplace, e.g., arrangement of interior furnishings and access within the Premises, and any improvements installed by Charter School. If District's consent would be required for alterations to bring the Premises into compliance, this consent shall not be unreasonably withheld, conditioned or delayed.

15. DISCRIMINATION PROHIBITED.

Charter School and its employees shall not discriminate because of actual or perceived: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, against any person by refusing to furnish such persons any service or privilege offered by the Charter School at the Premises. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

16. COMPLIANCE WITH LAW.

Charter School shall not use the Premises or cause anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Charter School 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 forced, and with the occupancy 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, excluding condition, structural changes or other changes to the real property not related to or affected by Charter School's activities. The judgment of any court of competent jurisdiction or the admission of Charter School in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

17. Notice.

As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when deposited in the United States mail in a sealed envelope or container, postage and charges prepaid, and addressed as follows:

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

Head of School & Board President
Willow Creek Academy Charter School
636 Nevada Street
Sausalito, CA 94965

18. 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.

19. Attorney's Fees.

If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

20. Entire Agreement.

This Agreement, the current operative Charter Petition, and the current, operative Memorandum of Understanding contain the entire agreement between the parties. The order of precedence shall be this Agreement first, the Memorandum of Understanding

second, and the Charter Petition third. The terms and conditions of this Agreement may be modified only by written agreement signed by the parties.

21. Governing Law.

This Agreement shall be governed and interpreted under the laws of the State of California, County of Marin, and should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall be remain in full force and effect.

22. Corporate Authority.

The signatories hereto certify as to their authority to execute this Agreement as provided by their respective entities.

23. Miscellaneous.

A. Binding on Successors.

This Agreement and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

B. Headings.

The headings of the Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

C. Force Majeure.

No party shall be in default on account of any failure of performance which is caused by circumstances beyond the reasonable control of such party, including strikes, lockouts, fires, floods, acts of God, war, civil disorder or government regulations. This provision shall not excuse a delay in performance in excess of the actual delay so occasioned.

D. Invalidity.

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

E. Construction of This Agreement.

This Agreement shall be strictly construed neither against District nor Charter School, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Date: _____, 2019

Date: _____, 2019

Sausalito Marin City School District

Willow Creek Academy Charter
School

BY:

BY:

President, Board of Trustees,
Sausalito Marin City School District
Board of Trustees

President, Board of Directors,
Willow Creek Academy Charter
School

Sausalito Marin City School District
 Facilities District Wide
 Example of Pro-Rata Cost Sharing by Willow Creek Academy Charter
 2018-19

Working Budget Estimates

Fund 01 - General Fund		Square Footage		Pro-Rata Share
Classified Staff	\$ 90,000	WCA	38,555	\$ 264,962
Employee Benefits	\$ 36,232	District RSP Room	(1,027)	
Supplies	\$ 25,000	District Portable (SELPA Regional)	(1,440)	
Operating Expenses	\$ 150,910	<u>Total WCA Square Footage:</u>	<u>36,089</u>	53.23%
Utilities	Paid by WCA			
Facility Leases Payments	\$ 195,600	Bayside MLK	29,239	\$ 232,780
		RSP Room at WCA	1,027	
		District Portable (SELPA Regional)	1,440	
<u>Total Expenses:</u>	<u>\$ 497,742</u>	<u>Total BMLK Square Footage:</u>	<u>31,706</u>	46.77%
		<u>Total District Square Footage</u>	<u>67,794</u>	<u>\$ 497,742</u>

Fund 14 - Deferred Maint				Pro-Rata Share
Deferred Maintenance	\$ 25,000	WCA		\$ 13,308
		BMLK		\$ 13,308
<u>Total Expenses:</u>	<u>\$ 25,000</u>			<u>\$ 26,616</u>

Total - All Funds				Pro-Rata Share
		WCA		\$ 278,270
		BMLK		\$ 244,472
				<u>\$ 522,742</u>

Sausalito Marin City School District
 Facilities District Wide
 Example of Pro-Rata Cost Sharing by Willow Creek Academy Charter
 2018-19

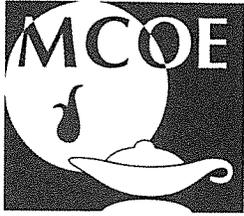
Working Budget Estimates

WCA as LEA for Special Education

Fund 01 - General Fund		Square Footage	Pro-Rata Share
Classified Staff	\$ 90,000	WCA	\$ 293,644
Employee Benefits	\$ 36,232		
Supplies	\$ 25,000	District Portable (SELPA Regional)	1,440
Operating Expenses	\$ 150,910	<u>Total WCA Square Footage:</u>	<u>39,995</u> 59.00%
Utilities	Paid by WCA		
Facility Leases Payments	\$ 195,600	Bayside MLK	29,239
		RSP Room at WCA	-
		District Portable (SELPA Regional)	(1,440)
		<u>Total BMLK Square Footage:</u>	<u>27,799</u> 41.00%
Total Expenses:	\$ 497,742	Total District Square Footage	67,794
			\$ 497,742

Fund 14 - Deferred Maint			Pro-Rata Share
Deferred Maintenance	\$ 25,000	WCA	\$ 14,749
		BMLK	\$ 10,251
Total Expenses:	\$ 25,000		\$ 25,000

Total - All Funds			Pro-Rata Share
		WCA	\$ 308,392
		BMLK	\$ 214,350
			\$ 522,742



MARIN COUNTY
OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marinschools.org

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

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

January 9, 2019

Dear Superintendent Mares and Governing Board Members,

As you know, based on a review of student group performance on Dashboard indicators, the Sausalito Marin City School District is eligible for differentiated assistance. You are receiving this communication as the official notification of your district's status and to outline what you can expect in the coming weeks and months.

Under California's Local Control Funding Formula (LCFF), County Offices of Education, the California Collaborative for Educational Excellence, and the California Department of Education have specific responsibilities within the Statewide System of Support to assist local educational agencies.¹ We will be following a consistent approach, with a focus on working with districts to build internal capacity so that you can work with your own communities to develop and implement improvement strategies with support.

Laura Trahan and Eileen Smith will provide a broad overview with you, including timeline and overview of the process. Please refer to the process outline at the close of this letter as a reference. The next step is to engage with your district team and stakeholders about the Dashboard and other local data to identify strengths and challenges as well as consider ways to measure the effectiveness of changes within a continuous improvement process. We will work alongside your district, facilitating conversations, using tools and strategies from improvement science to guide our work.

The differentiated assistance process will extend work you are already doing in your district to identify underlying causes, possible solutions, helpful resources or expertise and methods for measuring progress. As a reminder, this assistance does not need to be limited only to the student group(s) and indicators that led to differentiated assistance eligibility. Rather, assistance can focus on your actual needs, regardless of the reasons for your eligibility. There is no requirement to create a new improvement plan nor will the state dictate a specific set of interventions or establish top-down directives for improvement.

¹ EC 52071 (e) A school district shall accept the technical assistance provided by the county superintendent of schools pursuant to subdivisions (b) and (c). For purposes of accepting technical assistance provided by the county superintendent of schools pursuant to subdivision (c), a school district may satisfy this requirement by providing the timely documentation to, and maintaining regular communication with, the county superintendent of schools as specified in paragraph (3) of subdivision (c).

It is most important to note that it is through the strength in our collective relationship that we are able to do this work with the district – something in which we place tremendous value. Our Differentiated Assistance team is in the process of establishing the timeline and process for your district. Please feel free to contact Directors Eileen Smith and Laura Trahan, Education Services, at 415-491-6682 if you have any questions. We look forward to working with you in support of your students.

Sincerely,

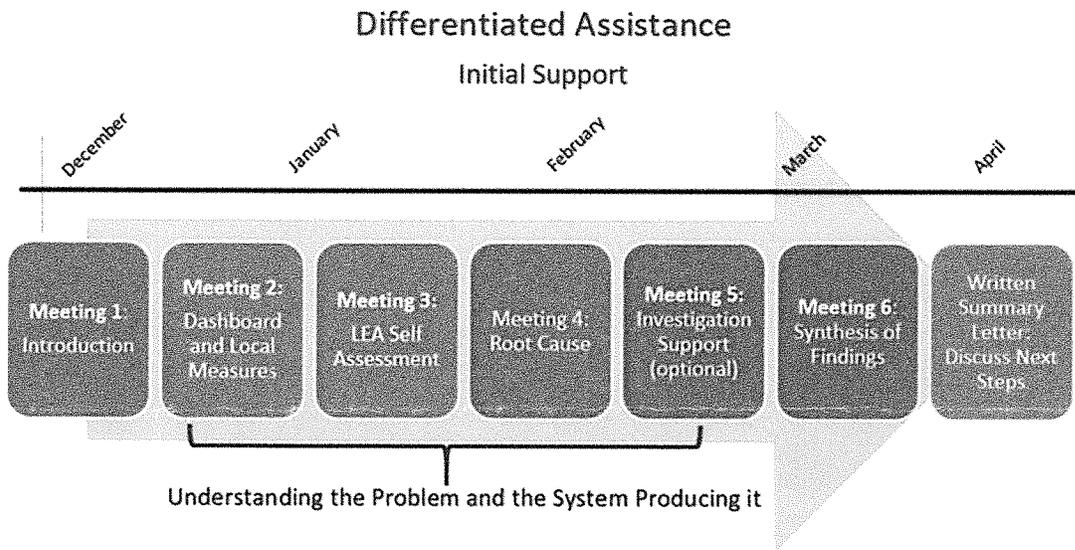


Mary Jane Burke
Marin County Superintendent of Schools

Tom Torlakson
State Superintendent of Public Instruction

Thomas Armelino
Executive Director, California Collaborative for Educational Excellence

Cc: Eileen Smith, Director Education Services, Marin County Office of Education
Laura Trahan, Director Education Services, Marin County Office of Education



Thu, Jan 10, 2019

Dear District Board members:

I write in response to the letter in the Board packet from Carl D. Corbin of School & College Legal Services ("SCLS") to Interim Superintendent Terena Mares, in which Mr. Corbin denies that SCLS has any actual or potential conflict of interest in representing the Sausalito Marin City School District (the "District") in connection with the California Attorney General's ("AG") investigation of the District. According to that letter, no such conflict is posed by SCLS's representation, through its founder and current Of Counsel attorney Robert Henry, who has and continues to represent the Marin County Office of Education ("MCOE"). While I have regularly dealt with conflict issues in my thirty-plus year career as a litigator (ten as a managing partner in a top-tier law firm) my observations below are made as a private citizen and resident of the District.

As a threshold matter, I want to correct a factual error in the letter. Mr. Corbin attributes the allegation of a potential conflict to me, when it was actually Board member Caroline Van Alst who raised the issue. Until she pointed out at the December 18 meeting that Mr. Henry was affiliated with the law office being proposed to represent the District, I was unaware of the conflict. I was compelled to comment at the meeting because the existence of such an obvious conflict was dismissed for essentially the same reasons provided in Mr. Corbin's letter. As explained below, those reasons are wholly inadequate.

Mr. Corbin notes at the outset that SCLS is "a public agency . . . and is most specifically not a profit seeking private law firm." (Emphasis in original). It is not clear why Mr. Corbin makes this observation, since it is irrelevant to the conflict of interest issues. Public attorneys are not exempt from the ethical rules governing all California counsel. *See, e.g., In re Mary C.* 41 Cal. App. 4th 71 (1995)(rule of professional conduct prohibiting attorney from representing adverse interests without securing client's written informed consent to such professional arrangement applies to publicly employed attorneys representing public agencies).

The letter asserts that no conflict exists under California Rule of Professional Conduct 1.7, which implements California lawyers' duty of loyalty, because SCLS does not represent the MCOE on "this matter." Even if this is true (which the letter makes far from clear), it is irrelevant because a conflict exists if MCOE is adverse to the District *at all* -- on "this matter" or any other. Under Rule 1.7, "[a] lawyer shall not . . . represent a client if the representation is directly adverse to another client in the same *or a separate matter.*" Cal. Rule. Prof. Cond. 1.7(emphasis added).

The adversity between MCOE and the District is not subject to serious debate. MCOE's oversight role with respect to the District, by itself, establishes an adverse relationship. Moreover, the MCOE has been harshly critical of the District, and has threatened to exercise its A.B. 1200 authority (i.e., to assume financial control of the District) unless the District complies with demands made by MCOE - demands directly related to at least the allocation of resources conclusion in the AG investigation.

It is also clear that Mr. Henry's representation of MCOE included advice on the report of the Fiscal Crisis Management and Assistance Team ("FCMAT"), a report that may well have triggered the AG investigation itself. On August 23, 2016, County Superintendent Mary Jane Burke (the head of the MCOE) sent a letter to State Superintendent of Public Instruction Tom Torlakson forwarding the report of the Fiscal Crisis Management and Assistance Team ("FCMAT") and asking that Mr. Torlakson seek an opinion of the California Attorney General on certain points made in that report that were highly critical of the District. *Ms. Burke copied Mr. Henry on that letter.* The AG shortly thereafter opened an investigation of the District.

Certainly Ms. Burke considers the FCMAT and AG conclusions to have overlapping subject matter. She publicly declared the AG's conclusions to validate the FCMAT findings in the article published about the AG investigation in the Marin Independent Journal on December 13, 2018.

While acknowledging that Mr. Henry currently represents MCOE in his capacity as Of Counsel to SCLS (without specifying the subject matter of that representation) Mr. Corbin's letter implies (but does not clearly state) that the work he has done for MCOE in connection with the AG investigation is "outside of his role at SCLS." Again, this

misunderstands one of the basic principles of attorney ethics: the duties (and therefore conflicts) of any given lawyer within an office are imputed to the *entire office*. *People ex rel. Dept. of Corporations v. Speedee Oil Change Systems, Inc.* (1999) 20 Cal.4th 1135.

A directly relevant example is the California Supreme Court decision in *City and County of San Francisco v. Cobra Solutions, Inc.* 38 Cal. 4th 839 (2006). There, the entire San Francisco City attorney's office was disqualified from representing the city in an action against a city contractor because, prior to joining the City Attorney's office, the City Attorney had represented a defendant in a "substantially related" matter in private practice.

Next, Mr. Corbin suggests that there is no conflict because Mr. Henry "provides only very limited assistance" to MCOE. But there is no *de minimis* exception to either the duty of loyalty or the duty of confidentiality. *Cobra Solutions* is an example: there, records showing that the individual attorney had spent .4 of an hour working for the adverse party was sufficient to disqualify not only him but his entire office.

Finally, Mr. Corbin proposes to exclude Mr. Henry from SCLS's representation of the District in the AG matter -- this is commonly known as an "ethical screen." But it does nothing to cure the duty of loyalty issue: if Mr. Henry is currently representing MCOE, which the letter appears to acknowledge, SCLS has a conflict regardless of whether Mr. Henry is screened from the new matter. Nor is it likely to solve the duty of confidentiality issue: even if such screening could be effective to avoid imputing one lawyer's conflict to the whole office in some situations, it is not the case here where the two representations are so closely related. *See, e.g., Hitachi Ltd. v. Tatung Co.* 419 F. Supp. 2d 1198 (2006).

At the end of the day, this apparent conflict might well be cured by the simple step of obtaining fully informed waivers from both MCOE and the District. So it is surprising that counsel would offer a wholly inadequate denial of the conflict rather than obtain waivers. Ultimately, this approach reflects poorly on the District itself: it runs contrary to election promises to build credibility and trust by, among other things, avoiding even arguable conflicts of interest. Again, I urge the Board to take all reasonable steps to assure trust and confidence, which includes properly addressing this conflict issue.

Thank you for considering these points.

Jeff Knowles



Willow Creek
ACADEMY

February 8, 2019

Dear Superintendent Mares and SMCS D Trustees,

I am seeking your commitment to secure safe facilities for our students -- most urgently, by prioritizing the immediate replacement of hazardous MPR lunch table equipment and storage closets that are imperiling the safety of students at the Nevada Street campus.

Last Friday, a WCA kindergartner was rushed to the emergency room after an MPR table sprung out from an adjacent storage closet because of a malfunction in the closet's locking system. Were it not for the heroics of a parent who sprang into action to protect her, a child her size would have been severely injured under the weight and force of the falling 100 lb. table.

This is not the first time that these tables have endangered the safety of our kids. In 2016, a fifth grader's foot was broken when the spindly legs of an MPR table buckled and crashed his foot. While the extent of the injury could have been much worse, the student was still forced to negotiate walking on crutches for over a month.

Both of these frightening incidents were reported to the District by WCA's Head of School. Both incidents occurred in spite of WCA's repeated, written and verbal requests -- going back at least four years during -- that these safety hazards be removed from the MPR and replaced with functioning tables and secure storage facilities. Yet still these tables remain as ticking timebombs.

We ask that you make the immediate replacement of these tables your top priority. We cannot wait for another injury just to illustrate the importance of maintaining safe school facilities for the SMCS D students who you are entrusted to protect.

Sincerely,

Marijke A. Van der Vliet
Willow Creek Academy Board



Willow Creek
ACADEMY

February 11, 2019

Dear President Green:

I am in receipt of a letter dated January 30, 2019 from Interim Superintendent Terena Mares. The letter: (1) demands that Willow Creek Academy ("WCA") revise its budget projections to reflect the \$1 million in cuts and fees the Sausalito Marin City School District ("Board") tentatively adopted ten months ago, promising dialogue it has since refused to have; (2) further demands that WCA detail its financial planning around special education; and (3) promises a response to WCA's Proposition 39 request. I will address the first two points here and respond separately to the District's Proposition 39 preliminary offer we received two days later.

I. Ms. Mares's Letter Violates Contract with The District for Her Services.

Ms. Mares's letter is deeply troubling on multiple levels. The first is that it violates the contract with the District for her services. That contract prohibits her from participating in decisions relating to WCA's charter renewal. Yet the letter asserts that WCA's second interim budget must be changed in a way that represents a "material change" to the charter that the Board just renewed. Please admonish her from continuing this course of conduct.

II. The District Has Rejected WCA's Repeated Requests To Discuss The Budget Projections The Letter Demands WCA Address.

The January 30 letter treats as final massive fees and zero sharing on our largest public school when, for nearly a year, the Board and the Superintendent have been assuring WCA and the public that they would engage in dialogue before finalizing such a disastrous decision. As you know, no such dialogue has occurred, despite repeated calls from WCA and the community for the District to honor those promises.

I think it is important to summarize the history of this issue. In March last year, a bare 3-person majority of the Board (one voting under protest) adopted the recommendation of the "Budget Advisory Committee" -- from which WCA was excluded, and which was stacked with anti-WCA partisans -- to balance the District's budget on the backs of WCA students. It recommended the District not share any of the \$3.4 million in excess revenue our District enjoys and to impose the maximum charges on WCA for facilities and special education. The 3-person majority then passed a 2019/2020 Budget that reflected the same "max fee, zero share" approach.

WCA made it clear the proposed District Budget would not solve the District's budget challenges, but simply shift the deficit burden from the District overall to one school -



Willow Creek
ACADEMY

WCA. Unless this decision is changed it will result in an annual cut of roughly \$1 million - 25% -- from the WCA budget starting this July.

The Superintendent recommended this result, and the three Board members adopted it, without any analysis of how these cuts would affect the students, without any consideration of alternatives that would not harm children, and without any meaningful discussion of the issue *at all*. The Superintendent and the Board did, however, vow to conduct an open and transparent dialogue with WCA and the community before finalizing these draconian cuts. They emphasized that there was plenty of time to have that dialogue and make appropriate changes. You can see that discussion starting at 3:48 (hours/mins) on the video of the March 13, 2018, Board meeting.

Ten months have passed, and the promised dialogue never happened. WCA has repeatedly requested the District to engage: it made these requests in meetings with District representatives, during public comment at public Board meetings and in multiple written requests to the Superintendent and Board. These pleas, and those of the community, have been ignored.

Against that backdrop, the January 30 letter is dismaying. It treats this District budget decision, which the District Board has yet to discuss and promised to review with stakeholders, as final. It demands that WCA must now show how it will cope with these cuts that clearly violate California law requiring full and fair funding for *all* public-school students -- including those who attend independent public charter schools. To make matters worse, the letter threatens WCA's charter, suggesting that this issue -- which long predates the recent renewal of WCA's charter -- represents a "material change" in its application.

It is difficult to understand how Ms. Mares would have the authority to finalize a Board decision that the Board itself has never actually discussed. Deepening the concern is that her demands faithfully track the position of the Marin County Office of Education, which has threatened the District with a financial takeover unless the District acts unlawfully to charge Willow Creek the maximum and share none of its millions of dollars in excess local property tax monies - monies generated by taxpayers that include many WCA parents. In other words, the letter reads more consistently with MCOE's position than with SMCS D's position.

III. The District Letter Mischaracterizes WCA's Statements Regarding the District's Budget Projections.

A second troubling element of the letter is that it grossly mischaracterizes the facts around WCA's charter renewal. The letter says, "During the Charter's presentation, the Charter represented its ability to manage the impact of the loss of financial benefits



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associated with the current MOU, set to expire on June 30, 2019.” This is flatly incorrect. When I presented on the charter renewal at the June 26, 2018, meeting, I never assured the Board and staff that the \$1 million cut in WCA funding proposed by District staff for 2019-20 would not be a problem for the 80% of District students attending WCA. In fact, I noted this would simply shift the deficit from the District Budget to the WCA Budget. Although Ms. Mares asked me ahead of the meeting to make such a representation, I declined and never said anything of the sort.

It’s important that all stakeholders understand what led to the inclusion of the Slide 33 the January 30 letter highlights from the charter presentation -- and what I said about it at the meeting. WCA submitted its renewal petition on May 3, 2018. As noted, by that point in time, the WCA draft budget and the District draft budget for 2019-20 already differed: The District’s budget assumed massive cuts and WCA’s did not. Between May 3 and late June 2018, the only feedback we received from the District was requests for additional information, which we provided -- and none of that information changed WCA’s fiscal projection for the 2019-2020 school year. The first public hearing on the charter renewal was on May 29, 2018 -- again, there was no mention of the differences in out-year fiscal projections posing a threat to the renewal petition.

The charter renewal petition was agendized for a vote at the June 26, 2018 meeting. The packet included the written analysis and recommendation from District staff that the WCA Charter Renewal be approved. The report acknowledged the difference in District and WCA out-year budget projections but indicated that they should not be an impediment to the renewal of the charter petition given there was a year to make adjustments.

We heard no negative feedback on the petition from either the District or the Marin County Office of Education -- until the day before the June 26 hearing. That day, I received a phone call from Ms. Mares advising me that she intended to advise the Board at the meeting the following day that the petition should not be approved due to the 2019/2020 budget misalignment. Ms. Mares urged us to delay the application beyond the statutory deadline for hearing and indicated the perceived problem could be avoided only if WCA modified its supporting budget materials to align with the still-tentative “max fee, minimum share” District Budget. That is, Ms. Mares was pressing WCA to take the position that the cuts and fees could be weathered without affecting WCA’s programming.

I reminded Ms. Mares of the many budget solutions available to discuss over the next year, and I declined to revise our budget documents. Instead, I proposed to include a slide in our presentation -- the Slide 33 Ms. Mares is now citing -- acknowledging the differences in out-year projections. Ms. Mares agreed that this information would be sufficient for her to recommend approval, giving the District the needed runway over the



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next year to collaborate transparently with Willow Creek and the community to solve the fiscal challenges. In good faith, we agreed. Upon receiving the revised presentation, Ms. Mares emailed back "Thank you Kurt. Appreciate the opportunity to work together to get to a solution."

When presenting Slide 33, I did not, as Ms. Mares now asserts "represent [WCA's] ability to manage the impact of the potential loss" of funding. What I actually said was that these assumptions would create a deficit at WCA, then pointed to the need for financial discussions between the District and WCA and highlighted multiple ways to close the gap -- most notably by continuing to share the District's excess tax revenue and make cuts in District overhead. Please review the video from the June 26, 2018 meeting from 2:10:15(hours/mins/seconds) to 2:16:53. As noted, the District has so far ignored our requests to have those discussions.

This history makes clear that it is not incumbent on WCA solve the District's budget deficit nor to provide follow-on information to support its charter renewal, as the letter asserts. Rather, it is incumbent on the District to provide fair funding and collaborate with WCA in the substantive budget dialogue it should have started last June. Below, we make a final proposal to resolve this issue without harming children and would welcome the opportunity to discuss this proposal.

IV. The Letter Mischaracterizes the Status Of Special Education Discussions

The situation is similar with respect to the District's demand that WCA provide budget detail with respect to the establishment of a separate special education program. Currently, the District provides special education services for both WCA and Bayside/MLK. WCA's preference is and always has been to continue to run a single District-wide special education program. We believe that this creates consistency of service and efficiencies for the delivery of services at both campuses, among other benefits for both the District and WCA. However, the District forced WCA to look at other options in two ways: during the Budget Advisory Committee process, the recommendation was to charge WCA ~\$900,000 for special education services (the District currently estimates those services actually cost ~\$600,000). Knowing WCA could not afford this, the District simply eliminated all special education services for WCA in the 2019/2020 Budget (while preserving them for Bayside/MLK) with zero allocation of excess tax revenue for WCA to cover this new expense.

The District indicated in 2018 that it would be conducting an analysis of the options for Special Education, but it has yet to publicly discuss any such analysis. With zero dialogue on other solutions since June, the District left us with no choice but to explore the option of joining the El Dorado County SELPA so that we could continue delivering cost-effective special education services.



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Your letter states that the District is “open and willing to engage in discussions” on this issue. We believe that is the right next step and should happen as soon as possible -- with participation by Board members.

V. The Proposed Budget For 2019-2020 Violates California Law Requiring Full and Fair Funding for Public Charter Schools.

In its current form, the staff’s recommended budget for 2019-2020 violates the California law requiring “full and fair” funding for public charter schools. It also likely violates Prop. 39’s rules and regulations regarding the calculation of the pro rata share fees. It also appears to violate equal protection principles, given the drastically lower funding for a majority of our District’s underprivileged students attending WCA relative to per-student funding for the same category of students at Bayside/MLK. The District has ignored the legal authorities we have cited indicating such concerns and made no attempt to adjust their budget to avoid such violations.

We have been citing the relevant legal authorities to the District literally for years. Attached to this letter is the most recent communication on this subject, a December 8, 2018, letter from WCA Board member Johanna VanderMolen. It quotes and cites controlling Education Code provisions and appellate case law, as well as guidance from the California School Board, that make clear that public charter schools are entitled to full and fair funding on exactly the same footing as other public schools. Like the communications before it, we have never received a response to this letter.

VI. In A Final Effort to Resolve The Budget Issue, WCA Proposes To Allocate The District’s Excess Revenue Based On Need And Will Pay The District For Services and Facilities Received.

While the District’s ten months of budget silence, followed by Ms. Mares’s letter demanding that WCA reconcile its budget with the District’s for 2019-20, seem clear enough that the District has no intention of engaging in good faith dialogue, any doubt was eliminated by the letter I received last Friday from Ms. Mares addressed to the Marin County Office of Education. In that letter, Ms. Mares states clearly: “The SMCSO is not in a position to move forward with discussions surrounding a Memorandum of Understanding (MOU) with Willow Creek Academy (WCA) at this time.” The letter implies that this is due to ongoing secret discussions with the California Attorney General’s Office (“AG”).

Of course, discussions with the AG cannot excuse the District Board from: (a) discharging its fundamental legal duty to act in the best interests of its all students at



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both schools; or (b) following the law set forth above. Nor can discussions that started last month explain the District's budget inaction and refusal to engage in good faith dialogue for the past ten months. It is difficult not to see this excuse as anything other than a pretext for a course of action that the Board was already fixed upon well before discussions with the AG began.

While these facts suggest that the District has no interest in a mutually agreeable resolution, we will nonetheless make a final proposal in an effort to avoid the necessity of seeking judicial intervention to ensure that public resources are allocated in a manner consistent with California law and principles of equity. We believe the following proposal meets the mutual interests and goals of both the District and WCA (e.g., maintaining open dialogue between the District and WCA to make decisions in the best interest of all in-District students and to avoid the unnecessary drain of monies and staff time on litigation etc.). Subject to approval by WCA and District Boards, we propose the following basic approach to resource allocation:

- The excess revenue of the District (i.e., the portion of the revenue that exceeds what the District would receive if it were state-funded) should be allocated to the two schools using the ratio of Local Control Funding Formula ("LCFF") revenue received by each school. As you know, LCFF is the formula used by the State of California to allocate school funding according to student need, with greater allocation going to low-income and English Learner students. This allocation would favor BMLK on a per-student basis.
- Each school would be responsible for covering its educational expenses from its LCFF funding and its share of the excess revenue, including special education and appropriate facilities and maintenance charges. If WCA continued to partner with the District for these services, WCA would pay for those services from its budgeted revenue.
- The District and WCA will meet to discuss options to optimize funding for all students in the District.

We ask that the Board agendaize this proposal for its February 14 meeting.

Sincerely,
DocuSigned by:

Kurt Weinsheimer

Kurt Weinsheimer

Willow Creek Academy Board President

December 8, 2018

Dear Sausalito Marin City School Board and Interim Superintendent Mares,

During the last several months, while the election was in process, I had the opportunity to listen to many community members speak about how our district prioritizes budget expenditures, especially in the light of the current budget shortfalls and the District's 2019/2020 budget planning. It seems that many people are beginning to understand that in a basic aid district like ours, we receive funds above and beyond what we would receive if we were not a basic aid district, and that that funding is generated mostly due to our local property tax base. Noticeably with that extra funding the education of public-school students (charter and non-charter students) who attend schools in basic aid districts can be provided more services than could be done if we only received the minimum funding provided by the state. We are lucky to be in such a position.

Specifically, many people have asked, "in a basic aid district like ours, where we receive more funding than most districts, are low-income and English language (EL) students entitled to services provided by these 'basic aid' funds, regardless of which school they attend?"

In my ten-year experience as the superintendent of a California school district serving approximately 7500 students in both public charter and traditional schools, I found this to be true for the following reasons:

Public Charter Schools are Public Schools:

California law makes it clear that both traditional public schools and public charter schools, independent or dependent, are public schools which are part of the California public school system. These points are clear in the charter school statute and have been confirmed by the courts:

- **Charter School Law** - "The Legislature finds and declares all of the following:
 - (1) Charter schools are part of the Public-School System, as defined in Article IX of the California Constitution.
 - (2) Charter schools are under the jurisdiction of the Public School System and the exclusive control of the officers of the public schools, as provided in this part.
 - (3) Charter schools shall be entitled to full and fair funding, as provided in this part."

(California Education Code Section 47615)

Public Charter School Students and Traditional School Students Deserve Fair Funding:

In addition to California education law, the California Supreme Court and School Board association make it clear that financially the schools and students should be given equitable treatment regardless of school and based on student need.

- **California Supreme Court:** "Though independently operated, charter schools fiscally are part of the public school system; they are *eligible equally with other public schools* for a share of state and local education funding." *Today's Fresh Start, Inc. vs. Los Angeles County Office of Education*, 57 Cal. 4th 197, 207 (2013)(emphasis added).
- **California School Board Association:** "Thus, the school board must exercise due diligence in fulfilling its responsibilities with regard to charter schools and *must act in*

the best interests of students enrolled in the charter school. CSBA Guidance on governance relating to charter schools (emphasis added).

- **Wilson vs. Board of Education, 75 Cal. App. 4th (1999)** (attached):
 - Affirming that “the establishment of charter schools does not create a dual system of public schools,” because “charter schools are public schools;”
 - Making clear that, whether a charter school operates as a nonprofit benefit corporation (§ 47604, subds. (a), (b)), or is under the day-to-day control of an elected school board, it remains a public school;
 - Emphasizing that all charter schools are under the exclusive control of officers of the public schools and fall under the jurisdiction of the public school system because “...even a school operated by a nonprofit could never stray from under the wings of the chartering authority, the Board, and the Superintendent.”

I share this with you because we are entering another year of discussion about public vs charter students/schools. I know we all care about our students and want all students to succeed. These funds will help that success happen, regardless of which school our students attend.

Nothing in the law suggests that public charter schools should be treated like third party “vendors,” or “employee organizations” or “private schools” with regard to funding. These are all our kids, and I ask that our New Board work for the benefit of all our students, especially those with most needs at each school.

Please let me know if you have any questions or would like to discuss further.

Respectfully,



Dr. Johanna VanderMolen
Vice President, Willow Creek Academy Board
Superintendent of Public School, Campbell Unified School District (retired)

From: **Fulton Regan** <regan.fulton@gmail.com>
Date: Wed, Feb 6, 2019 at 9:10 AM
Subject: Willow Creek
To: President <igreen@smcsd.org>, Vice President <dturner@smcsd.org>, <bonnie.hough@gmail.com>, <jbarrow@smcsd.org>, <cvanalst@smcsd.org>
Cc: <tmares@smcsd.org>, Niederer Alison <ajniederer@gmail.com>, Conway Jennifer <jenniferirwinconway@gmail.com>

Ida, Bonnie and Josh - You are on record telling voters during this election campaign that you would not cut \$1 million from Willow Creek and that you would support all kids. Yet Ida and Bonnie voted to make exactly that cut in their first meeting after being elected. With 80% of our district students at Willow Creek, including a majority of high-need kids, you must keep your commitment to them by balancing the budget with cuts outside the classroom (e.g., pay down debt with money in the bank, reduce spending on outside consultants, reduce overhead by reducing or combining district-wide administrative positions such as Superintendent and Chief Business Officer). *Please keep your promises.*

Regan Fulton, M.D., Ph.D.
CEO, Array Science, LLC
475 Gate 5 Road, #102
Sausalito, CA 94965



From: **Seb Ferrando** <seb.ferrando@gmail.com>

Date: Thu, Feb 7, 2019 at 5:45 PM

Subject: Keep Your Promises

To: <igreen@smcsd.org>, <bonnie.hough@gmail.com>, <jbarrow@smcsd.org>

Cc: <dturner@smcsd.org>, <cvanalst@smcsd.org>

Ida, Bonnie and Josh,

Read the text contained in this link: <https://www.change.org/p/sausalito-marin-city-keep-your-promise-don-t-cut-1-mill-from-willow-creek-or-from-classrooms-at-either-school>

All three of you are on record telling voters during the most recent election campaign that you would not cut \$1 million from the budget of Willow Creek Academy (WCA) and that you would support all kids. Yet at the very first opportunity you got, both Ida and Bonnie voted to make exactly that cut!!!! With 80% of our district students at WCA, including a significant majority of high-need kids and over half of Marin City's kids, you must keep your commitment to them by balancing the budget with cuts outside the classroom. There are so many avenues that do not include cutting classroom funding:

- Pay down debt with money in the bank,
- Reduce spending on outside consultants,
- Reduce overhead by reducing or combining district-wide administrative positions such as Superintendent and Chief Business Officer, and
- Pay the Superintendent less.....much less!!!

Keep your promises.

You are leaders in our community. Too many leaders today just tell flat-out lies, the President of the United States included unfortunately. Please don't be like him because right now, anyone who ran last November and who votes to cut classroom funding is doing exactly what he does.

They are telling lies.

Choose your legacy – you're either choosing the Trump-style path of lies, or you're choosing the right path of honesty and integrity. Over to you.

Rgds,

Seb Ferrando.

----- Forwarded message -----

From: **S Kerr** <shannonkerr@gmail.com>

Date: Thu, Feb 7, 2019 at 9:51 AM

Subject: Please do NOT CUT FUNDING!

To: <igreen@smcsd.org>, <dturner@smcsd.org>, <bonnie.hough@gmail.com>, <jbarrow@smcsd.org>, <cvanalst@smcsd.org>

Ida, Bonnie and Josh -

You are on record telling voters during this election campaign that you would not cut \$1 million from Willow Creek and that you would support all kids. Yet Ida and Bonnie voted to make exactly that cut in their first meeting after being elected. With 80% of our district students at Willow Creek, including a majority of high-need kids, you must keep your commitment to them by balancing the budget with cuts outside the classroom (e.g., pay down debt with money in the bank, reduce spending on outside consultants, reduce overhead by reducing or combining district-wide administrative positions such as Superintendent and Chief Business Officer). ***Please keep your promises.***

Sincerely,
Shannon Kerr

From: **Barbara Jaffe** <basjaffe@gmail.com>

Date: Sun, Feb 10, 2019 at 2:53 PM

Subject: Please keep your promises!

To: <dturner@smcsd.org>, <bonnie.hough@gmail.com>, <jbarrow@smcsd.org>, <cvanalst@smcsd.org>, <igreen@smcsd.org>

Ida, Bonnie and Josh - You are on record telling voters during this election campaign that you would not cut \$1 million from Willow Creek and that you would support all kids. Yet Ida and Bonnie voted to make exactly that cut in their first meeting after being elected. With 80% of our district students at Willow Creek, including a majority of high-need kids, you must keep your commitment to them by balancing the budget with cuts outside the classroom (e.g., pay down debt with money in the bank, reduce spending on outside consultants, reduce overhead by reducing or combining district-wide administrative positions such as Superintendent and Chief Business Officer). Please keep your promises.

From: Olen Faye

Date: Mon, Feb 11, 2019 at 9:41 AM

Subject: Keep your promise!

To: igreen@smcsd.org <igreen@smcsd.org>, dturner@smcsd.org <dturner@smcsd.org>, bonnie.hough@gmail.com <bonnie.hough@gmail.com>, jbarrow@smcsd.org <jbarrow@smcsd.org>, cvanalst@smcsd.org <cvanalst@smcsd.org>

Cc: Melani Ross <sfmelani@gmail.com>

Ida, Bonnie and Josh - You are on record telling voters during this election campaign that you would not cut \$1 million from Willow Creek and that you would support all kids. Yet Ida and Bonnie voted to make exactly that cut in their first meeting after being elected. With 80% of our district students at Willow Creek, including a majority of high-need kids, you must keep your commitment to them by balancing the budget with cuts outside the classroom (e.g., pay down debt with money in the bank, reduce spending on outside consultants, reduce overhead by reducing or combining district-wide administrative positions such as Superintendent and Chief Business Officer).

Show some integrity. Please keep your promises. Be a good example to ALL our southern Marin students.

Regards;

Olen Faye
Sausalito, CA



EL DORADO
CHARTERSELPA
Special Education Local Plan Area

Dr. Ed Manansala
County Superintendent of Schools
El Dorado County Office of Education

David M. Toston
Associate Superintendent
El Dorado County SELPA / Charter SELPA

800-524-8100
530-295-2462

530-295-9227

6767 Green Valley Rd
Placerville, CA 95667

January 23, 2019

Tara Seekins
Willow Creek Academy
636 Nevada Street
Sausalito, CA 94965
tseekins@willowcreekacademy.org

Sent via Email

Dear Ms. Seekins,

This letter is to confirm that the application for Willow Creek Academy has been reviewed and is approved for admission in the El Dorado Charter SELPA. To complete this process please submit a Letter of Intent, signed by the CEO, confirming your intent to join for the 2019-20 school year by **February 20, 2019**.

Please save the following date for our New Partner Induction meeting and our New Partner Dinner on May 22nd. You will also be invited to observe the CEO Council and Steering meetings on May 23rd, all events taking place in San Diego.

We look forward to our partnership. Please contact Kelly Carnahan, (530) 295-2452 or kcarnahan@edcoe.org, if you have any questions.

Sincerely,

David M. Toston
Associate Superintendent

DMT:kc

cc:

Ed Manansala, Ed.D., El Dorado County Office of Education, Superintendent of Schools
Terena Mares, Sausalito Elementary, Charter Authorizer
Jonathan Lenz, Marin County, Current/Geographic SELPA

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION SAUSALITO MARIN CITY SCHOOL DISTRICT		COUNTY MARIN	
SCHOOL SITE Willow Creek Academy		SCHOOL TYPE (GRADE LEVELS) K-8	NUMBER OF CLASSROOMS ON SITE 28
INSPECTOR'S NAME W. CUTSCHER	INSPECTOR'S TITLE DIRECTOR FACILITIES	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION MID JANUARY 2019	WEATHER CONDITION AT TIME OF INSPECTION FAIR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
↓ 55	Number of "✓'s":	51	43	51	45	50	54	44	24	51	53	55	40	40	3	47
	Number of "D's":	0	8	0	6	5	1	7	1	4	2	0	11	11	1	7
	Number of "X's":	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "NAs":	4	4	4	4	0	0	4	30	4	0	0	4	4	51	1
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "NA's")*		100	84.3	100	88.2	90.9	98.2	86.3	96.0	92.7	96.4	100	78.4	78.4	75.0	87.0
Total Percent per Category (average of above)		94.8%			88.2	94.6	86.3	94.4	98.2		78.4		81.0			
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD	FAIR	GOOD		GOOD		FAIR		FAIR		

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → **89.49** SCHOOL RATING** → **FAIR**

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: _____

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION SAUSALITO MARIN CITY SCHOOL DISTRICT		COUNTY MARIN	
SCHOOL SITE BAYSIDE MARTIN LUTHER KING SCHOOL		SCHOOL TYPE (GRADE LEVELS) K-8	NUMBER OF CLASSROOMS ON SITE 15
INSPECTOR'S NAME WOLF GUTSCHER	INSPECTOR'S TITLE DIRECTOR FACILITIES	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 1-3-19	WEATHER CONDITION AT TIME OF INSPECTION SUNNY		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
34	Number of "✓"s:	34	31	31	31	34	34	33	14	25	34	31	33	31	2	30
	Number of "D"s:	0	0	0	0	0	0	1	0	3	0	0	1	0	1	4
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "NAs":	0	3	3	3	0	0	3	20	6	0	3	0	3	31	0
Percent of System in Good Repair Number of "✓"s divided by (Total Areas - "NA"s)*		100	100	100	100	100	100	97.0	100	89.3	100	100	97.0	100	66.7	88.2
Total Percent per Category (average of above)		100			100	100		97.0	94.6		100		98.5		77.4	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		FAIR	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → **95.9** SCHOOL RATING** → **GOOD**

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Board of Directors
Willow Creek Academy
Sausalito, California

We have audited the financial statements of Willow Creek Academy as of and for the year ended June 30, 2018, and have issued our report thereon dated December 14, 2018. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Willow Creek Academy are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during June 30, 2018.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated December 14, 2018.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other information in documents containing audited financial statements

With respect to the Local Education Agency Organization Structure, Schedule of Instructional Time, Schedule of Average Daily Attendance, and Reconciliation of Annual Financial Report with (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 14, 2018.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

Recent accounting standards

Our promise is to get to know you and help you. For your consideration, we provided recent accounting standards applicable to Inland Leaders Charter Schools.

Not-for-profit reporting –

- Effective for fiscal years beginning after December 15, 2017. For Inland Leaders – June 30, 2019's financial statements. Early adoption is permitted.
- Net asset classifications –
 - Two classes of net assets 1) with donor restrictions and 2) without donor restrictions.
 - Disclose amount, purpose and type of board-designated net assets.
- Placed-in-service approach for donated gifts of cash or acquisition of property and equipment.
- Statement of functional expenses required along with disclosures on methods.
- Internal and external investments expenses are netted with investment returns.
- Disclosures of liquidity information to expand on quantitative and qualitative information for near-term cash needs for general expenditures.
- Statement of cash flows – option to use indirect or direct method, if direct method is used, the reconciliation is no longer required

Grants and Contracts –

- Effective for fiscal years beginning after December 15, 2018 for public entities and December 31, 2019 for nonpublic entities. For your Organization – June 30, 2021's financial statements.
- Provides decision trees to assist in evaluating transactions in determining revenue recognition of grant and contracts.
- Defines nonreciprocal transactions (contributions) and conditional contributions that have been placed on the resourced provided.
- Conditional contributions only if both criteria exist:
 - Contributor retains either a right of return to the resources provided, and,
 - An entity must overcome a barrier in order to be entitled to the resources provided.
- Refers to the revenue recognition standard for reciprocal transactions (exchange).

Statement of cash flows –

- Effective for fiscal years beginning after December 15, 2017 for public entities and December 15, 2018 for nonpublic entities. For Inland Leaders– June 30, 2020's financial statements.
- Streamlines activities between cash and restricted cash as operating, investing or financing, or as a combination of those activities.
- Provides explanation for the change in cash, cash equivalents and restricted cash.

Leases –

- Effective for fiscal years beginning after December 15, 2018 for public entities and December 15, 2019 for nonpublic entities. For Inland Leaders – June 30, 2021's financial statements.
- Requires lessees to recognize the assets and liabilities arising from all leases on the statement of financial position.
- A lessee should recognize the liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term.
- Continued differentiation between finance and operating leases.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Willow Creek Academy and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Clifton Larson Allen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California
December 14, 2018

WILLOW CREEK ACADEMY
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2018

**WILLOW CREEK ACADEMY
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**WILLOW CREEK ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2018**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,112,205
Accounts Receivable	394,438
Prepaid Expenses and Other Assets	28,942
Total Current Assets	1,535,585

LONG-TERM ASSETS

Property, Plant, and Equipment, Net	24,050
Total Assets	\$ 1,559,635

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 373,230
--	------------

NET ASSETS

Unrestricted	1,173,160
Temporarily Restricted	13,245
Total Net Assets	1,186,405
Total Liabilities and Net Assets	\$ 1,559,635

See accompanying Notes to Financial Statements.

**WILLOW CREEK ACADEMY
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2018**

	Unrestricted	Temporarily Restricted	Total
REVENUES			
State Revenue:			
State Aid	\$ 350,947	\$ -	\$ 350,947
Other State Revenue	351,261	13,245	364,506
Federal Revenue:			
Grants and Entitlements	165,878	-	165,878
Local Revenue:			
In-Lieu Property Tax Revenue	2,853,802	-	2,853,802
Contributions	19,568	-	19,568
Investment Income	888	-	888
Other Revenue	705,593	-	705,593
Net Assets Released from Restrictions	76,339	(76,339)	-
Total Revenues	4,524,276	(63,094)	4,461,182
EXPENSES			
Program Services	4,001,948	-	4,001,948
Management and General	389,537	-	389,537
Total Expenses	4,391,485	-	4,391,485
CHANGE IN NET ASSETS	132,791	(63,094)	69,697
Net Assets - Beginning of Year	1,040,369	76,339	1,116,708
NET ASSETS - END OF YEAR	\$ 1,173,160	\$ 13,245	\$ 1,186,405

See accompanying Notes to Financial Statements.

**WILLOW CREEK ACADEMY
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2018**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	\$ 69,697
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	18,349
Change in Operating Assets:	
Accounts Receivable	194,672
Prepaid Expenses and Other Assets	3,396
Change in Operating Liabilities:	
Accounts Payable and Accrued Liabilities	72,743
Net Cash Provided by Operating Activities	<u>358,857</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	358,857
Cash and Cash Equivalents - Beginning of Year	<u>753,348</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u><u>\$ 1,112,205</u></u>

See accompanying Notes to Financial Statements.

**WILLOW CREEK ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2018**

	Program Services	Management and General	Total Expenses
Salaries and Wages	\$ 2,674,714	\$ 104,447	\$ 2,779,161
Other Employee Benefits	244,922	10,656	255,578
Payroll Taxes	201,626	8,138	209,764
Legal Expenses	-	55,194	55,194
Accounting Expenses	-	81,825	81,825
Instructional Materials	310,674	-	310,674
Other Fees for Services	204,333	110,210	314,543
Advertising and Promotion Expenses	150	750	900
Office Expenses	34,433	2,529	36,962
Occupancy Expenses	5,108	-	5,108
Conference and Meeting Expenses	16,072	7,026	23,098
Depreciation Expense	18,349	-	18,349
Insurance Expense	-	4,934	4,934
Other Expenses	291,567	3,828	295,395
	<u>291,567</u>	<u>3,828</u>	<u>295,395</u>
Total	<u>\$ 4,001,948</u>	<u>\$ 389,537</u>	<u>\$ 4,391,485</u>

See accompanying Notes to Financial Statements.

**WILLOW CREEK ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Willow Creek Academy (the Academy) is a California nonprofit public benefit corporation and is organized to manage and operate a public charter school. The Academy began serving students in September 2001 and is funded principally through State of California public education monies received through the California Department of Education.

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

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

Cash and Cash Equivalents

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

Use of Estimates

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

Basis of Accounting

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

Functional Allocation of Expenses

Costs of providing the Academy's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

**WILLOW CREEK ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

The Academy is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. Net assets of the Academy are defined as:

Unrestricted

All resources over which the governing board has discretionary control to use in carrying on the general operations of the Academy.

Temporarily Restricted

These net assets are restricted by donors to be used for specific purposes. The Academy currently has \$13,245 of temporarily restricted net assets.

Permanently Restricted

These net assets are permanently restricted by donors and cannot be used by the Academy. The Academy does not currently have any permanently restricted net assets.

Receivables

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2018. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost if purchased or at estimated fair market value if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Academy is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Compensated Absences

The Academy does not allow employees to carryover unused vacation. Accordingly, there were no accumulated compensated absence benefits a June 30, 2018.

**WILLOW CREEK ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as temporarily restricted. Restricted contributions that are received and released in the same period are reported as unrestricted revenue. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair market value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Income Taxes

The Academy is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Academy files informational returns in the U.S. federal jurisdiction, and the state of California. The statute of limitations for federal and California state purposes is generally three and four years, respectively.

Subsequent Events

The Academy has evaluated subsequent events through December 14, 2018, the date these financial statements were available to be issued.

NOTE 2 CONCENTRATION OF CREDIT RISK

The Academy maintains an interest bearing cash account with a financial institution. The account at this institution is insured by the Federal Deposit Insurance Corporation (FDIC). At times, cash in this account exceeds the maximum insured amount. The Academy has not experienced any losses regarding this account and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

WILLOW CREEK ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018

NOTE 3 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying financial statements is presented net of accumulated depreciation. The Academy capitalizes all expenditures for land, buildings, and equipment in excess of \$5,000. Depreciation expense for the year ended June 30, 2018 \$18,349.

The components of property, plant, and equipment as of June 30, 2018 are as follows:

Building	\$ 50,885
Leasehold Improvements	3,450
Equipment, Furniture and Fixtures	109,546
Total	<u>163,881</u>
Less: Accumulated Amortization	(139,831)
Total Property, Plant, and Equipment	<u><u>\$ 24,050</u></u>

NOTE 4 EMPLOYEE RETIREMENT

Defined Contribution Plan

The Academy offers an Internal Revenue Code Section 403(b) retirement plan to each of its qualifying employees. Employer and employee contributions are used to purchase annuity contracts for each participant employee. Employer matching contributions are made at the rate equal to 50% of the first two percent of elective deferrals for each employee who is eligible for employer contributions. Additionally, the employer may elect to make a discretionary contribution for each qualifying employee for each plan year. The amount of employer contributions used to purchase annuity contracts for the year ended June 30, 2018 was \$75,598.

NOTE 5 CONTINGENCIES

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

SUPPLEMENTARY INFORMATION

**WILLOW CREEK ACADEMY
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2018**

Willow Creek Academy (the Academy) is a California nonprofit public benefit corporation and is organized to manage and operate a public charter school. The Academy began serving students in September 2001 and is funded principally through State of California public education monies received through the California Department of Education. The Academy is sponsored by the Sausalito Marin City School District (the Sponsor).

Charter School number authorized by the State: 0351

The Board of Directors and the Administrator as of the year ended June 30, 2018 were as follows:

BOARD OF DIRECTORS

<u>Member</u>	<u>Office</u>	<u>Term Expires (3 year term)</u>
Kurt Weinsheimer	President	2020
Marijke Smit	Vice President	2018
Lexi Mussallem	Secretary	2019
Jim Henry	Treasurer	2018
Jeffrey Knowles	Director	2018
Marcella Alexis Addae	Director	2018
Clark Warden	Director	2020
Johanna VanderMolen	Director	2019
Sally Peck	Director	2020

ADMINISTRATOR

Tara Seekins	Head of School
--------------	----------------

**WILLOW CREEK ACADEMY
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2018**

	Instructional Minutes		Traditional Calendar	Status
	Requirement	Actual	Days	
Kindergarten	36,000	59,685	175	In compliance
Grade 1	50,400	54,810	175	In compliance
Grade 2	50,400	54,810	175	In compliance
Grade 3	50,400	55,675	175	In compliance
Grade 4	54,000	55,675	175	In compliance
Grade 5	54,000	55,675	175	In compliance
Grade 6	54,000	55,675	175	In compliance
Grade 7	54,000	55,675	175	In compliance
Grade 8	54,000	55,675	175	In compliance

**WILLOW CREEK ACADEMY
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2018**

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
Grades TK/K-3	157.97	157.62	157.89	157.89
Grades 4-6	144.02	143.77	143.54	143.54
Grades 7-8	82.20	82.17	81.90	81.90
ADA Totals	384.19	383.56	383.33	383.33

**WILLOW CREEK ACADEMY
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2018**

There were no differences between the Annual Financial Report and the Audited Financial Statements.

**WILLOW CREEK ACADEMY
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2018**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

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

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

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

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.



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

Board of Directors
Willow Creek Academy
Sausalito, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Willow Creek Academy (the Academy), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated December 14, 2018.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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



CliftonLarsonAllen LLP

Glendora, California
December 14, 2018

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 Willow Creek Academy
 Sausalito, California

We have audited Willow Creek Academy's (the Academy) compliance with the types of compliance requirements described in the *2017-2018 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2018. The Academy's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditor's Responsibility

Our responsibility is to express an opinion on the Academy's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2017-2018 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the Academy's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the Academy's compliance.

Compliance Requirements Tested

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

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
Before/After School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes

<u>Description</u>	<u>Procedures Performed</u>
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	No ¹
Determination of funding for nonclassroom-based instruction	Not applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Not applicable

¹ Nonclassroom ADA was under the threshold that required testing.

Opinion on State Compliance

In our opinion, the Academy complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2018.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2017-2018 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
December 14, 2018

**WILLOW CREEK ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2018**

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

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* and the *2017-2018 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

**WILLOW CREEK ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2018**

There were no findings in the prior year.

Dec 13, 2018

Keith Ricci
Sausalito-Marin City School District
200 Phillips Drive
Marin City, CA 94965

Subject: 2018/19 1st Interim Budget Submission

Enclosed are the 1st Interim Budget Submission documents for Willow Creek Academy. The submission includes the following items as required by the State of California:

- Charter Schools Alternative Form

Also included are the following items requested by the County:

- WCA 18-19 Multi-Year Budget

We again appreciate your careful review of our programmatic and financial operations, and we look forward to working with you and your staff on any issues that you may wish to discuss.

Sincerely,

Tara Seekins
Head of School

Willow Creek Academy, assumptions for the budget, year ending June 30, 2019

- Enrollment is currently estimated at 409.
- State Aid, EPA and In-Lieu revenues are projected based on MCOE's current LCFF funding model.
- Federal and State revenues reflect the latest available information, including \$70,826.00 for one-time Discretionary funding.
- Private Revenues from sources consistent over past years are budgeted based on current information.
- Salaries reflect a 2% COLA, the addition of one new classified student support coordinator and the elimination of the food services director position. Fringe benefit calculations reflect the latest available information.
- Books/Supplies reflect a \$7,902.00 increase.
- Services/Operating expenditures reflect a \$4,341.00 increase. \$983.00 increase in Insurance, \$2,045.00 decrease in Rentals/Leases/Repairs, \$3,403.00 increase in Professional Services, including \$25k for Legal Services, \$2,000.00 increase in Communications.
- First Interim revision includes initial estimate of basic aid excess sharing of \$214,314. The budget does not reflect additional potential program expenses funded by the basic aid excess.
- The above generate a budgeted Net Increase for the year of \$280,807.

Assumptions for the Multi Year Budget Projection:

- Enrollment is currently projected 410 in year 19/20 and 20/21.
- State Aid, EPA and In-Lieu revenues are projected based on MCOE's current LCFF funding model.
- Other Local Revenue grants that are historically received each year have been carried forward to future years.

- Food Service and After School Revenue and Expenses were calculated using an estimated per pupil utilization and estimated in-house Food Service and After School costs.
- Certificated and Classified salaries for year 19/20 were calculated to reflect a 2.57% cost of living adjustment. Year 20/21 salaries reflect a 2.67% cost of living adjustment. The COLA's will be adjusted at 2nd Interim, per the current SSC Dartboard.
- Instructional Materials and Other Materials increased slightly for year 19/20 and decreased slightly for 20/21.
- The above generate a budgeted Net Decrease for the year of \$71,247 for year 19/20 and \$73,110 for year 20/21.
- Current Multi Year Projection does not reflect the potential additional special education costs if Willow Creek Academy joins the El Dorado County of Education Charter SELPA, and will be updated if necessary at Second Interim.
- Budget assumes continued basic aid revenue sharing to offset excess facilities, special education and District overhead expenses.

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Enrollment		411	410	409				410	410
Estimated ADA		384.19	389.50	388.55				389.50	389.50
COLA	Revenue	1.56%	2.51%	2.71%				2.57%	2.67%
CPI	Expenses	3.40%	3.22%	3.66%				3.50%	3.23%
Revenues									
State and Local Revenues									
Revenue Limit Sources									
8011000000000000	State Aid Entitlement	274,235	275,016	279,583	109,944	169,639	39.32	203,128	208,735
8012140000000000	EPA Funding	76,712	76,712	77,710	19,178	58,532	24.68	77,910	77,910
8096000000000000	In-Lieu Tax Transfers	2,853,802	3,006,792	3,072,735	781,766	2,290,969	25.44	3,159,869	3,244,057
8097000000000000	In-Lieu Tax Transfers-PY	0	0	0	0	0	0.00	0	0
	Total LCFF Funding	3,204,749	3,358,520	3,430,028	910,888	2,519,140	26.56	3,440,907	3,530,702
Federal Revenues									
8220531000000000	Federal Child Nutrition School	84,152	74,100	83,743	3,625	80,118	4.33	83,948	83,948
8290301000000000	Other Fed Rev-NCLB-Title I	61,075	59,352	54,823	0	54,823	0.00	54,957	54,957
8290403500000000	Other Fed Rev-Title IIA-Tchr Qua	10,100	9,889	9,748	0	9,748	0.00	9,772	9,772
8290420100000000	Other Fed Rev-Title III-Immigrant	2,315	1,933	2,216	0	2,216	0.00	2,221	2,221
8290420300000000	Other Fed Rev-Title III-LEP	8,236	7,824	7,231	0	7,231	0.00	7,249	7,249
	Total Federal Revenues	165,878	153,098	157,761	3,625	154,136	2.30	158,147	158,147

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Other State Revenues									
852053100000000	State Child Nutrition School	5,931	5,287	5,902	245	5,657	4.15	5,916	5,916
855000000000000	Mandated Cost Reimburse-Block	5,956	6,252	6,274	0	6,274	0.00	6,345	6,361
855099990000000	Mandated Cost Reimburse-Discr	55,189	131,945	70,826	0	70,826	0.00	0	0
856011000000000	State Lottery Revenue-Non-Prop	63,078	59,860	61,608	0	61,608	0.00	62,212	61,457
856011000000001	State Lottery Revenue-Non-Prop-PY	660	0	1,126	1,126	0	100.00	0	0
856063000000000	State Lottery Revenue-Prop 20	22,718	19,680	21,624	0	21,624	0.00	21,836	21,571
856063000000001	State Lottery Revenue-Prop 20-PY	1,798	0	1,830	1,830	0	100.00	0	0
859000000000000	Other State Revenues	0	0	0	0	0	0.00	0	0
859060100000000	Other State Revenues-ASES	64,865	64,865	64,865	0	64,865	0.00	64,865	64,865
859062300000000	Other State Revenues-Prop 39	144,311	0	0	0	0	0.00	0	0
Total Other State Revenues		364,506	287,888	234,055	3,201	230,854	1.37	161,174	160,170

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Other Local Revenues									
863453100000000	Food Service Revenue	96,616	113,000	113,000	26,337	86,663	23.31	113,276	113,276
866000000000000	Interest	888	350	350	0	350	0.00	350	350
869800000000000	Donations	0	0	0	0	0	0.00	0	0
869900000000000	Other Local Revenues	3,068	2,500	2,500	1,645	855	65.80	2,500	2,500
869953100000000	Food Service Revenue-Staff	10,235	11,000	11,000	2,960	8,040	26.91	11,000	11,000
869953100000001	Food Service Revenue-Coffee Revenue	247	0	28	28	0	100.00	0	0
869990000000000	Other Local Rev-MCOE Reimburse	0	0	0	0	0	0.00	0	0
869990050000000	Other Local Revenues-WCF Annual Fund	300,934	268,900	268,900	2,350	266,550	0.87	285,500	285,500
869990100000000	Other Local Revenues-Microsoft K-12	823	0	509	509	0	100.00	0	0
869990150000000	Other Local Revenues-WCF-B. Graham Grant	0	0	0	0	0	0.00	0	0
869990300000000	Other Local Revenues-Music Grant	0	0	0	0	0	0.00	0	0
869990350000000	Other Local Revenues-Rotary, Legal	2,500	1,500	1,500	0	1,500	0.00	1,500	1,500
869990420000000	Other Local Revenues-Distr-2% Excess	207,928	0	214,314	0	214,314	0.00	0	0
869991000000000	Other Local Revenues-Art Fest Grant	0	0	0	0	0	0.00	0	0
869991130000000	Other Local Revenue-WCF Field Trip	0	0	0	0	0	0.00	0	0
869991150000000	Other Local Revenue-Garden Grant	0	0	0	0	0	0.00	0	0
869991170000000	Other Local Revenue-WCF-Sage Garden Grant	16,500	0	0	0	0	0.00	0	0
869991180000000	Other Local Revenue-EE Giving Back	0	0	0	0	0	0.00	0	0
869991600000000	Other Local Revenues-After School	78,810	110,000	110,000	9,591	100,409	8.72	110,000	110,000
869991610000000	Other Local Revenues-After Sch Music Scholars	7,500	7,500	7,500	0	7,500	0.00	7,500	7,500
869991620000000	Other Local Revenues-After Sch Enrichment	0	20,500	20,500	0	20,500	0.00	20,500	20,500
	Total Other Local Revenues	726,049	535,250	750,101	43,420	706,681	5.79	552,126	552,126
	Total Revenues	4,461,182	4,334,756	4,571,945	961,134	3,610,811	21.02	4,312,354	4,401,145

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Expenses									
Certificated Salaries									
Teacher Salaries									
110100001110000	Teacher Salaries-Regular	1,164,438	1,374,789	1,382,282	392,903	989,379	28.42	1,549,793	1,591,172
110114001110000	Teacher Salaries-Regular-EPA	76,712	76,712	77,710	19,178	58,532	24.68	0	0
110111001110000	Teacher Salaries-Regular-Lottery	0	0	0	0	0	0.00	0	0
110130101110000	Teacher Salaries-Regular-Title I	54,437	59,352	50,969	0	50,969	0.00	0	0
110142011110000	Teacher Salaries-Regular-Title III-Immigrant	0	0	0	0	0	0.00	0	0
110142031110000	Teacher Salaries-Regular-Title III-EL	0	0	0	0	0	0.00	0	0
110199981110000	Teacher Salaries-LCAP	134,879	0	0	0	0	0.00	0	0
110200001110000	Teacher Salaries-Substitute	40,310	20,000	20,000	5,390	14,610	26.95	20,000	20,000
110500001110000	Teacher Stipend	13,786	3,000	3,000	1,300	1,700	43.33	4,000	4,000
110530101110000	Teacher Stipend-Title I	592	0	0	0	0	0.00	0	0
110540351110000	Teacher Stipend-Title II	9,908	0	0	0	0	0.00	0	0
110542011110000	Teacher Stipend-Title III	1,000	0	0	0	0	0.00	0	0
110599981110000	Teacher Stipend-Intervention	8,000	8,000	8,000	6,000	2,000	75.00	8,000	8,000
110600001110000	Teacher Stipend-Lead Teachers	3,000	3,000	3,000	0	3,000	0.00	3,000	3,000
	Total Teacher Salaries	1,507,062	1,544,853	1,544,961	424,771	1,120,190	27.49	1,584,793	1,626,172
Certificated Counselor Salaries									
121000001131100	Dean of Students/Counselor	0	0	0	0	0	0.00	0	0
	Total Administrator Salaries	0	0	0	0	0	0.00	0	0

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Administrator Salaries									
131100001127000	Head of School Salaries	122,519	125,582	125,582	41,861	83,721	33.33	128,810	132,249
131130101127000	Head of School Salaries-Title I	601	0	0	0	0	0.00	0	0
132100001127000	Asst Head of School Salaries	63,500	81,000	83,000	22,636	60,364	27.27	85,133	87,406
132130101127000	Asst Head of School Sal-Title I	500	0	0	0	0	0.00	0	0
132500001127000	Admin Stipend	0	0	2,000	2,000	0	100.00	0	0
	Total Administrator Salaries	187,120	206,582	210,582	66,497	144,085	31.58	213,943	219,655
Other Certificated Salaries									
	Total Other Certificated Salaries								
	Total Certificated Salaries	1,694,182	1,751,436	1,755,543	491,268	1,264,275	27.98	1,798,736	1,845,827

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Classified Salaries									
Paraeducator Salaries									
210100001110000	Class Teacher Salaries-Reg	178,080	179,179	180,198	49,145	131,053	27.27	184,830	189,764
210100001142000	Class Teacher Salaries-PE	20,749	28,817	25,943	24,185	1,758	93.22	90,956	93,385
210111001142000	Class Teacher Salaries-PE-Lottery	63,738	59,860	62,734	0	62,734	0.00	0	0
210130101110000	Class Teacher Salaries-Title I	0	0	0	0	0	0.00	0	0
210142011110000	Class Teacher Salaries-Title III-Immigrant	0	0	0	0	0	0.00	0	0
210142031110000	Class Teacher Salaries-Title III-LEP	0	0	0	0	0	0.00	0	0
210165005711300	Class Teacher Salaries-SpEd	0	0	0	0	0	0.00	0	0
210190201110000	Class Teacher Salaries-Spanish	55,141	56,248	56,246	15,340	40,906	27.27	57,692	59,232
210190301110000	Class Teacher Salaries-Music	74,086	95,968	97,468	26,582	70,886	27.27	99,973	102,642
210190701110000	Class Teacher Salaries-Art	64,100	65,382	65,382	17,831	47,551	27.27	67,062	68,853
210199981110000	Class Teacher Salaries-LCAP	0	0	0	0	0	0.00	0	0
210200001110000	Class Teacher-Substitute	400	2,000	2,000	0	2,000	0.00	3,000	3,000
210300001110000	Class Student Support Coord	61,299	114,578	96,663	29,864	66,799	30.89	99,148	101,795
210342011110000	Class Teacher Support-Title III Immigrant	193	0	0	0	0	0.00	0	0
210399981110000	Class Student Support Coord-LCAP	70,840	0	0	0	0	0.00	0	0
210500001110000	Class Teacher Stipend	3,076	1,000	1,000	1,000	0	100.00	0	0
210500001142000	Class Teacher Stipend-PE	328	0	0	0	0	0.00	0	0
210542011110000	Class Teacher Stipend-Title III Immigrant	1,122	0	0	0	0	0.00	0	0
210565005711300	Class Teacher Stipend-SpEd	0	0	0	0	0	0.00	0	0
210590201110000	Class Teacher Stipend-Spanish	239	0	0	0	0	0.00	0	0
210590301110000	Class Teacher Stipend-Music	164	0	0	0	0	0.00	0	0
210590701110000	Class Teacher Stipend-Art	164	0	0	0	0	0.00	0	0
210591171110000	Class Teacher Stipend-Garden	252	0	0	0	0	0.00	0	0
210599981110000	Class Teacher Stipend-Intervention	1,800	3,200	3,200	0	3,200	0.00	3,200	3,200
Total Paraeducator Salaries		595,771	606,232	590,835	163,947	426,888	27.75	605,860	621,871

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Support Services Salaries									
220153101137000	Food Services Staff	136,254	141,826	137,956	32,484	105,472	23.55	141,502	145,280
220160101139000	After School Staff-ASES	64,866	64,865	64,865	0	64,865	0.00	64,865	64,865
220191601139000	After School Staff	13,993	16,803	17,000	16,158	842	95.05	19,103	21,345
220291601139000	After School Staff-Sub	0	300	300	0	300	0.00	700	700
220553101137000	Food Services Stipend	656	0	2,608	2,608	0	100.00	0	0
220591601139000	After School Staff Stipend	0	0	0	0	0	0.00	0	0
221100001181000	Class Maintenance Salaries	85,587	84,504	96,014	31,838	64,176	33.16	98,481	101,111
222100001124200	Class Assistant Librarian	11,714	18,067	14,846	2,476	12,370	16.68	15,228	15,634
222500001124200	Class Librarian Stipend	0	0	0	0	0	0.00	0	0
222500001181000	Class Maintenance Stipend	328	0	0	0	0	0.00	0	0
Total Support Services Salaries		313,398	326,364	333,588	85,564	248,025	25.65	339,879	348,935
Supervisor Salaries									
230353101137000	Class Food Services Director	0	0	0	0	0	0.00	0	0
230391601139000	Class Director After School	45,000	42,000	36,736	11,208	25,528	30.51	37,680	38,686
230430101139000	Class Asst Director After School-Title I	0	0	0	0	0	0.00	0	0
230491601139000	Class Asst Director After School	18,419	0	0	0	0	0.00	0	0
232000001124200	Class Technology Consultant	0	0	0	0	0	0.00	0	0
232553101137000	Class Food Services Director Stipend	0	0	0	0	0	0.00	0	0
232591601139000	Class After School Director/Asst Dir Stipend	328	0	0	0	0	0.00	0	0
Total Supervisor Salaries		63,747	42,000	36,736	11,208	25,528	30.51	37,680	38,686

**Willow Creek Academy
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2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Office/Technical Salaries									
240100001127000	Cler/Office/Tech Salaries-Reg	104,119	111,874	118,885	37,879	81,006	31.86	121,940	125,196
240130101127000	Cler/Office/Tech Salaries-Reg-Title I	0	0	0	0	0	0.00	0	0
240500001127000	Cler/Office/Tech Stipend	328	0	0	0	0	0.00	0	0
240530101127000	Cler/Office/Tech Stipend-Title I	0	0	0	0	0	0.00	0	0
290100001110000	Class Recess/Lunch Support	7,616	6,032	13,899	2,195	11,704	15.79	14,256	14,637
	Total Office/Technical Salaries	112,063	117,906	132,783	40,074	92,709	30.18	136,196	139,832
	Total Classified Salaries	1,084,979	1,092,501	1,093,942	300,793	793,150	27.50	1,119,615	1,149,325
	Total Salaries	2,779,161	2,843,937	2,849,486	792,061			2,918,351	2,995,152

**Willow Creek Academy
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2018/19**

12/12/18	Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Employee Benefits								
STRS/PERS								
Total STRS/PERS	0	0	0	0	0	0.00	0	0
OASDI/Medicare								
Total OASDI/Medicare	206,948	217,561	217,986	58,511	159,475	26.84	223,254	229,129
Health and Welfare								
Total Health and Welfare	154,920	148,688	154,238	50,446	103,792	32.71	159,636	164,793
Unemployment Insurance								
Total Unemployment Insurance	2,816	3,422	3,425	560	2,865	16.35	3,459	3,498
Workers' Compensation								
Total Workers' Compensation	25,060	26,733	22,796	6,146	16,650	26.96	24,806	26,956
Other Benefits								
Total Other Benefits	75,598	78,724	88,745	29,769	58,976	33.54	89,937	92,291
Total Employee Benefits	465,342	475,128	487,189	145,432	341,757	29.85	501,092	516,667
Total Salaries & Benefits	3,244,503	3,319,065	3,336,675	937,493			3,419,443	3,511,819

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Books and Supplies									
Books/Reference									
411000001110000	Textbooks/Core Curricula	46,180	45,000	45,000	26,990	18,010	59.98	45,000	45,000
411042031110000	Textbooks/Core Curricula-Title III-LEP	0	0	0	0	0	0.00	0	0
421000001110000	Books/Reference Materials	1,721	2,000	2,000	0	2,000	0.00	2,000	2,000
421091701110000	Books/Reference Materials-Library	0	0	0	0	0	0.00	0	0
421099991110000	Books/Reference Materials-Discr	0	0	0	0	0	0.00	0	0
	Total BooksReference	47,901	47,000	47,000	26,990	20,010	57.43	47,000	47,000
Instructional Materials/Supplies									
431000001110000	Instruct Materials/Supplies-Instruct	41,864	45,000	45,000	11,187	33,813	24.86	45,000	45,000
431000001142000	Instruct Materials/Supplies-PE	2,254	1,000	2,000	1,245	755	62.25	1,000	1,000
431007601110000	Instruct Materials/Supplies-Arts	3,119	2,000	2,000	247	1,753	12.35	2,000	2,000
431063001110000	Instruct Materials/Supplies-P20	24,516	19,680	23,454	13,968	9,486	59.55	21,836	21,571
431065005711900	Instruct Materials/Supplies-Sp Ed	0	0	0	0	0	0.00	0	0
431090151110000	Instruct Mtls/Supply-B. Graham Grant	0	0	0	0	0	0.00	0	0
431090201110000	Instruct Materials/Supplies-Spanish	971	2,000	2,000	49	1,951	2.45	2,000	2,000
431090301110000	Instruct Materials/Supplies-Music	1,748	2,000	2,000	154	1,846	7.70	2,000	2,000
431091001110000	Instruct Mtls/Supply-Art Fest	0	0	0	0	0	0.00	0	0
431091101110000	Instruct Materials/Supplies-Nutrition	167	1,500	1,500	0	1,500	0.00	1,500	1,500
431091151110000	Instruct Materials/Supplies-Garden	540	2,000	2,000	662	1,338	33.10	2,000	2,000
431091601139000	Instruct Materials/Supplies-After School	951	2,000	2,000	0	2,000	0.00	2,000	2,000
431091701110000	Instruct Materials/Supplies-Library	146	1,000	1,000	923	77	92.30	1,000	1,000
	Total Instructional Materials/Supplies	76,276	78,180	82,954	28,435	54,519	34.28	80,336	80,071

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Supplies/Stores									
432000001127000	All Other Materials/Supplies-Admin	24,511	15,000	15,000	5,450	9,550	36.33	15,000	15,000
432000001181000	All Other Materials/Supplies-Custodial	6,840	10,000	10,000	2,210	7,790	22.10	10,000	10,000
432042011127000	All Other Materials/Supplies-Title III-Imm	0	0	0	0	0	0.00	0	0
432042011139000	All Other Materials/Supplies-Title III-Imm	0	0	0	0	0	0.00	0	0
432053101137000	All Other Materials/Supplies-Food Service	14,006	13,250	13,250	3,855	9,395	29.09	13,500	13,750
432091171127000	All Other Mtls/Supplies-Sage	817	0	0	0	0	0.00	0	0
432091171137000	All Other Mtls/Supplies-Sage-FS	135	0	0	0	0	0.00	0	0
432091601139000	All Other Materials/Supplies-After School	1,475	2,000	2,000	1,539	461	76.95	2,000	2,000
	Total Supplies/Stores	47,784	40,250	40,250	13,054	27,196	32.43	40,500	40,750
Non-Capitalized Cptr/Equip									
441000001110000	Non-Capitalized Equip-Instruct	12,408	12,000	3,000	2,536	464	84.53	12,000	12,000
441000001127000	Non-Capitalized Equip-Admin	1,551	2,000	3,000	2,088	912	69.60	2,000	2,000
441000001142000	Non-Capitalized Equip-PE	0	0	0	0	0	0.00	0	0
441000001181000	Non-Capitalized Equip-Custodial	0	0	0	0	0	0.00	0	0
441053101137000	Non-Capitalized Equip-Food Service	5,299	1,000	1,000	0	1,000	0.00	1,000	1,000
441090441110000	Non-Capitalized Equip-2% Restricted	0	0	10,847	10,847	0	100.00	0	0
441065005711900	Non-Capitalized Equip-SpEd	0	0	0	0	0	0.00	0	0
441090101110000	Non-Capitalized Equip-Microsoft K-12	390	0	0	0	0	0.00	0	0
441090151110000	Non-Capitalized Equip-B. Graham Grant	0	0	0	0	0	0.00	0	0
441090301110000	Non-Capitalized Equip-Music Grant	0	0	0	0	0	0.00	0	0
441091001110000	Non-Capitalized Equip-Art Grant	0	0	0	0	0	0.00	0	0
441091171110000	Non-Cap Equip-Sage Garden	0	0	0	0	0	0.00	0	0
441091601139000	Non-Capitalized Equip-After School	0	0	281	281	0	100.00	0	0
441091651110000	Non-Capitalized Equip-Play Equip	0	0	0	0	0	0.00	0	0
441091701110000	Non-Capitalized Equip-Library	0	0	0	0	0	0.00	0	0
441099991127000	Non-Capitalized Equip-Admin-Discr	0	0	0	0	0	0.00	0	0
	Total Non-Capitalized Equipment	19,648	15,000	18,128	15,752	2,376	86.89	15,000	15,000

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Non-Capaltized Fixed Assets									
445000001110000	Non-Capitalized Furniture-Instructional	4,502	3,000	3,000	0	3,000	0.00	3,000	3,000
445000001127000	Non-Capitalized Furniture-Admin	1,098	0	0	0	0	0.00	0	0
	Total Non-Capaltized Fixed Assets	5,600	3,000	3,000	0	3,000	0.00	3,000	3,000
Food Service Supplies									
470053101137000	Food Service Expenditures	113,464	110,000	110,000	27,162	82,838	24.69	110,000	110,000
	Total Food Service Supplies	113,464	110,000	110,000	27,162	82,838	24.69	110,000	110,000
	Total Books and Supplies	310,673	293,430	301,332	111,393	189,939	36.97	295,836	295,821

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Services/Operating Expenses									
Subagreements for Services									
510062301184000	Subagreements for Services-Prop 39	248,476	0	0	0	0	0.00	0	0
	Total Subagreements for Services	248,476	0	0	0	0	0.00	0	0
Travel/Conferences									
523000001110000	Travel/Employee Education-Instruct	0	0	0	0	0	0.00	0	0
523000001127000	Travel/Employee Education-Admin	0	0	0	0	0	0.00	0	0
	Total Travel/Conferences	0	0	0	0	0	0.00	0	0
Dues/Memberships									
531000001127000	Dues/Memberships/Licenses	3,828	4,800	4,800	2,092	2,708	43.58	4,800	4,800
531053101137000	Dues/Memberships/Licenses-Food Service	591	1,185	1,185	798	387	67.34	1,185	1,185
	Total Dues/Memberships	4,419	5,985	5,985	2,890	3,095	48.29	5,985	5,985
Insurance									
540000001127000	Insurance	4,934	17,180	18,163	18,163	0	100.00	18,799	19,406
540500001127000	Insurance-Prior year w-comp	0	0	0	0	0	0.00	0	0
	Total Insurance	4,934	17,180	18,163	18,163	0	100.00	18,799	19,406
Operations/Housekeeping									
550000001181000	Operations and Housekeeping	0	0	0	0	0	0.00	0	0
	Total Operations/Housekeeping	0	0	0	0	0	0.00	0	0

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Rentals/Leases/Repairs									
561000001127000	Equipment Rental	29,097	25,000	30,692	8,550	22,142	27.86	32,000	32,000
561053101137000	Equipment Rental-Food Svc	3,552	3,300	3,300	913	2,387	27.67	3,300	3,300
561090301139000	Equipment Rental-Music	0	0	0	0	0	0.00	0	0
561091601139000	Equipment Rental-After School	0	0	110	110	0	100.00	0	0
561553101137000	Equipment Repair-Food Svce	0	0	0	0	0	0.00	0	0
562000001187000	Property/Building Rental	0	0	0	0	0	0.00	0	0
562100001187000	Facilities Fee	0	0	0	0	0	0.00	0	0
563000001187000	Property/Building Repairs	542	500	500	0	500	0.00	2,000	2,000
563090441187000	Property/Building Repairs-2% Excess tax-Restr	0	136,000	125,153	5,854	119,299	4.68	0	0
564000001187000	Property/Building Maintenance	4,566	4,500	7,500	4,141	3,359	55.21	4,500	4,500
	Total Rentals/Leases/Repairs	37,757	169,300	167,255	19,568	147,687	11.70	41,800	41,800
Professional Services									
580600000073000	ARI Administration Contract	72,000	74,000	74,000	24,667	49,333	33.33	74,000	74,000
581000001110000	Field Trip	0	0	0	0	0	0.00	0	0
581090151110000	Field Trip-B. Graham Grant	0	0	0	0	0	0.00	0	0
581091131110000	Field Trip-WCF	0	0	0	0	0	0.00	0	0
582000000076000	Oversight Fee	96,022	99,170	99,170	0	99,170	0.00	103,227	105,921
583000001127000	Advertising Fees	750	500	500	438	62	87.60	500	500
583091601139000	Advertising Fees-After School	150	500	500	0	500	0.00	500	500
585000001127000	Legal Services Contracts	55,194	25,000	25,000	4,597	20,403	18.39	25,000	20,000
585200000071910	Audit Services Contracts	9,825	11,500	11,500	0	11,500	0.00	11,700	11,900
585300001110000	Other Svcs/Op Exp-Outdoor Education	35,580	29,639	29,639	5,906	23,733	19.93	29,639	29,639
585400001110000	Other Svcs/Op Exp-Counseling	78,830	83,122	83,122	41,561	41,561	50.00	83,122	83,122
585599991110000	Other Svcs/Op Exp-Playground	0	0	0	0	0	0.00	0	0
585600001127000	Other Svcs/Op Exp-Technology	48,080	46,080	46,080	13,720	32,360	29.77	46,080	46,080
585700001127000	Other Svc-Educational Consulting	0	0	0	0	0	0.00	0	0
585800001110000	Other Svcs/Operating Expenses-Instruct	1,200	1,500	1,500	500	1,000	33.33	1,500	1,500
585800001127000	Other Svcs/Operating Expenses-Admin	4,465	4,000	4,000	245	3,755	6.13	4,000	4,000

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited	Jul 1	1st Interim	Actuals	Account	Projected	Projected	
		Actuals	Budget	Budget	through	Balance	Percent	2019-20	2020-21
		2017-18	2018-19	2018-19	Oct 31				
585830101110000	Other Svcs/Op Exp-Title I	0	0	0	0	0	0.00	0	0
585842031110000	Other Svcs/Op Exp-Title III-LEP	0	0	0	0	0	0.00	0	0
585853101137000	Other Svcs/Op Exp-Food Service-Other	5,686	3,500	3,500	1,357	2,143	38.77	3,500	3,500
585891001110000	Other Svcs/Op Exp-Art Fest/Tech	0	0	0	0	0	0.00	0	0
585891151110000	Other Svcs/Op Exp-Garden	0	400	400	0	400	0.00	400	400
585891171110000	Other Svcs/Op Exp-Sage Garden	6,318	0	0	0	0	0.00	0	0
585891601139000	Other Svcs/Op Exp-After School	28,621	28,841	28,841	6,865	21,976	23.80	29,666	29,666
585891701110000	Other Svcs/Op Exp-Library	0	0	0	0	0	0.00	0	0
585899991137000	Other Svc/Op Exp-Discr	0	0	0	0	0	0.00	0	0
585991601139000	Other Svc/Op Exp-After Sch Fees	18	100	100	0	100	0.00	0	0
586000001127000	Other Svcs/Operating Exp-Fundraising	0	0	0	0	0	0.00	0	0
586100001127000	Other Svcs/Op Exp-Payroll Fees	9,723	10,500	10,500	3,109	7,391	29.61	10,750	11,000
586500001127000	Board Development/Training	0	0	0	0	0	0.00	0	0
587500001110000	Staff Development Exp-Instruct	2,699	2,000	2,000	900	1,100	45.00	2,000	2,000
587500001127000	Staff Development Exp-Admin	7,026	500	500	120	380	24.00	500	500
587530101110000	Staff Development Exp-Title I	4,945	0	3,854	3,854	0	100.00	0	0
587540351110000	Staff Development Exp-Instr-Title II	192	9,889	9,748	0	9,748	0.00	9,772	9,772
587542011110000	Staff Development Exp-Instr-Title III-Imm	0	1,933	2,216	0	2,216	0.00	2,221	2,221
587542031110000	Staff Development Exp-Instr-Title III-LEP	8,236	7,824	7,231	1,073	6,158	14.84	7,249	7,249
587553101137000	Staff Development Exp-Food Service	0	200	200	0	200	0.00	200	200
587573921110000	Staff Development Exp-Instr-BTSA	0	0	0	0	0	0.00	0	0
Total Professional Services		475,560	440,698	444,101	108,912	335,189	24.52	445,526	443,670
Communications									
591000001127000	Postage and Shipping	2,529	1,500	3,500	1,237	2,263	35.34	3,600	3,700
591030101127000	Postage and Shipping-Title I-PI	0	0	0	0	0	0.00	0	0
592000001127000	Internet Services	30	0	0	0	0	0.00	0	0
593000001127000	Telephone/Cell Phones	1,754	2,000	2,000	417	1,583	20.85	2,050	2,100
Total Communications		4,313	3,500	5,500	1,654	3,846	30.07	5,650	5,800
Total Services/Operating Expenses		775,459	636,663	641,004	151,187	489,817	23.59	517,760	516,661

**Willow Creek Academy
1st Interim Revision
2018/19**

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Capital Outlay									
617000001185000	Sites/Improvement of Sites	0	0	0	0	0	0.00	0	0
640000001110000	Capitalized Equipment	0	0	45,503	45,503	0	100.00	0	0
640090441110000	Capitalized Equipment-STEM Lab	0	0	13,000	13,000	0	100.00	0	0
690000011110000	Depreciation Expense	18,349	12,127	12,127	0	12,127	0.00	8,069	3,734
	Total Capital Outlay	18,349	12,127	70,630	58,503	12,127	82.83	8,069	3,734
Other Outgo									
714100000092000	Oth Tuition/Excess Costs/Deficit Payments	42,500	0	0	0	0	0.00	0	0
714165050092000	SPED Encroachment	0	0	0	0	0	0.00	0	0
	Total Other Outgo	42,500	0	0	0	0	0.00	0	0
	Total Expenses	4,391,484	4,261,285	4,349,641	1,258,576	3,091,065	28.94	4,241,107	4,328,035

Willow Creek Academy
1st Interim Revision
2018/19

12/12/18		Unaudited Actuals 2017-18	Jul 1 Budget 2018-19	1st Interim Budget 2018-19	Actuals through Oct 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Other Sources and Uses									
Other Sources									
8980000000000000	Contrib from Unrestr Resource	-103,661	-92,475	-80,819	0		0.00	-67,746	-71,774
8980531000000000	Contrib from Unrestr Res-CNSP	103,661	92,475	80,819	0		0.00	67,746	71,774
8980650000000000	Contrib from Unrestr Res-SpEd	0	0	0	0		0.00	0	0
8980739200000000	Contrib from Unrestr Res-BTSA	0	0	0	0		0.00	0	0
8980740500000000	Contrib from Unrestr Res-CCSS	0	0	0	0		0.00	0	0
	Total Other Sources	0	0	0	0	0	0.00	0	0
Other Uses									
743800000091000	Debt Svcs Interest Payments	0	0	0	0	0	0.00	0	0
743900000091000	Debt Svcs Principal Payments	0	0	0	0	0	0.00	0	0
	Total Other Uses	0	0	0	0	0	0.00	0	0
	Total Other Sources and Uses	0	0	0	0	0	0.00	0	0
	Net Increase/Decrease in Fund Balance	69,697	73,471	222,304	-297,442	519,746		71,247	73,110
	Year End Reclassification to FASB	0	0	58,503				0	0
	Year End Net Increase/Decrease to Fund Bal	69,697	73,471	280,807				71,247	73,110
Fund Balance									
9791000000000000	Beginning Fund Balance/Net Assets	1,116,708	1,004,300	1,186,405				1,467,212	1,538,459
	Ending Fund Balance/Net Assets	1,186,405	1,077,771	1,467,212				1,538,459	1,611,569



1895 - 2019

SAUSALITO MARIN CITY SCHOOL DISTRICT

Interim Superintendent: Terena Mares
Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough, Debra Turner and Caroline Van Alst

Willow Creek Academy
636 Nevada Street
Sausalito, CA 94965

January 30, 2019

Dear President Weinsheimer,

The purpose of this letter is to provide Willow Creek Academy Charter School (**Charter**) with information from its authorizer, the Sausalito Marin City School District (**District**) regarding its response to the following items:

- Review and findings of the Charter's 2018-19 First Interim Budget
- Implications of the Charter's application to the El Dorado Charter SELPA
- Status of the Charter's Proposition 39 Facilities Request

2018-19 First Interim Budget Review and Findings

As background and context, the Charter submitted its Charter Renewal Petition to the District in June of 2018 and the District approved the Renewal Petition at its regular board meeting on June 26, 2018. The Charter's presentation included an errata slide (Slide 33 attached) which demonstrated the impact of the District's budget assumptions for the 2019-20 and 2020-21 multiyear projections. The Charter's errata slide included a projected deficit of (\$423,835) for the Charter's 2019-20 fiscal year. During the Charter's presentation, the Charter represented its ability to manage the impact of the potential loss of financial benefits associated with the current MOU, set to expire on June 30, 2019. Further analysis by the District affirmed this claim.

The 2018-19 First Interim Charter budget received by the District did not incorporate the impact of the District's budget assumptions for 2019-20 and 2020-21, nor did it include an alternative budget projection similar to what was shared during the Charter's Charter Renewal application in June 2018. Further analysis by the District however reaffirmed the Charter's previous demonstration about its ability to manage the impact of the potential loss of the current MOU financial benefits. Nevertheless, the Charter's First Interim budget is out of alignment with the District's budget projections for 2019-20 and 2020-21. The Charter must therefore submit a contingent budget projection for 2019-20 and 2020-21 that reflects alignment with the District's

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multiyear projection, which reflects the potential loss of the Charter's financial benefits associated with the current MOU. Once received, and under its oversight responsibilities, the District will then reassess the impact of potential budgetary and programmatic changes to the Charter which, if realized, may then constitute a material change to its Charter Petition.

Implications of Charter's application to the El Dorado Charter SELPA

In the event the Charter moves to the El Dorado Charter SELPA, the District will require the Charter to provide the details of its projected special education costs, no later than February 28, 2019. The District needs this in order to assess the charter's programmatic and financial capacity to become a Local Educational Agency (LEA) for purposes of special education. Under its oversight responsibilities, the District exercises its oversight role in reviewing the Charter's special education plans. Additionally, a change to the Charter's status for special education in becoming an LEA for purposes of special education would constitute a material change to its Charter and would therefore necessitate a revision of its Charter Petition.

As the LEA for the Charter's special education services, the District will need to make staffing plans and programmatic commitments for the 2019-20 school year. The Charter's plans, no matter how preliminary, will help to work towards a smooth transition in services for the District and Charter programs. The District is open and willing to engage in discussions about collaboration of services including contracting with the Charter for similar services as provided for currently.

Status of Charter's Proposition 39 Facilities Request

Within the next few days and no later than February 1, the Charter can expect a response for the Proposition 39 Facilities Request for 2019-20. Specifically, the response will provide the Charter with information to use for planning for the 2019-20 school year. The District does not anticipate any changes to the allocation of facilities, however the Charter can expect a proposal for a proration of costs associated with the facilities, consistent with the District's budget projections included with the last three approved District budgets.

Sincerely,



Terena Mares
Interim Superintendent

CC Ida Green, Board President Sausalito Marin City School District
Bonnie Hough, Trustee Representative Charter Oversight Board Committee
Tara Seekins, Willow Creek Academy Head of School
Loren Soukup, Senior Associate General Counsel, School & College Legal Services
Mary Jane Burke, Marin County Superintendent of Schools

Attachments: Charter Presentation Erata Slide 33



Effect of District Budget Projections for 2019/2020

- District Budget assumptions would produce 10% gap in 2019/20 WCA Budget
- District Budget assumes max charges, zero sharing of \$3M excess tax revenue
- Potential offsets include excess tax revenue sharing, anticipated state funding increases, grants, expense reductions at District and school site levels

Total WCA Budget Revenue	\$4,223,027	
Special Ed funding		<u>\$245,721</u>
Revised revenue		<u>\$4,468,748</u>
Total WCA Budget Expenses	\$4,217,583	
Special Ed cost Est.		\$375,000
Facilities charges (net of 2% OH)	\$200,000	
Utilities		<u>\$100,000</u>
Revised expenses		<u>\$4,892,583</u>
Net Incr/(Decr) in Fund Bal	<u>\$(423,835)</u>	



SAUSALITO MARIN CITY SCHOOL DISTRICT

Interim Superintendent: Terena Mares
Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough, Debra Turner and Caroline Van Alst

1895 - 2019

February 1, 2019

Kurt Weinsheimer, President of Board
Willow Creek Academy
636 Nevada Street
Sausalito, CA 94965

Re: Preliminary Offer of Facilities for Charter School, 2019-2020 School Year

Dear Mr. Weinsheimer:

On behalf of the Sausalito Marin City School District (hereinafter referred to as District), I am writing in response to your October 25, 2018 Facility Request letter and in accordance with section 11969.9 of Title 5 of the California Code of Regulations.

Section 11969.9, subdivision (f) of Title 5 of the California Code of Regulations requires a school district, in response to a request for facilities, to prepare in writing, a preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. The District has accordingly prepared this preliminary proposal in accordance with applicable regulations. (Cal. Code Regs., tit. 5, § 11969.1 et seq.; "Prop 39 Regulations.")

The projections of in-district classroom ADA on which the proposal is based:

With regard to the Average Daily Attendance (ADA) issue, the Charter School originally projected in-District ADA for next year at 310.84. We accept this projection.

The specific location or locations of the space:

The preliminary offer of space is based on a projected in-District ADA of 310.84. The District offers the Charter School its current school location at 636 Nevada Street in Sausalito. The preliminary space includes the following:

- The use of Portables 1-4 and Portable A, Rooms 1-4,
- Rooms 6-8, Rooms 19-28, Rooms 10-12, and other necessary spaces to meet the educational needs outlined [below].

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- Use of art (currently Room 24) and music (currently Room 17) rooms, a school office space, and an appropriate site in which to have breakfast and lunch served and eaten (the Multipurpose Room).
- 18 classrooms for direct instruction
- 3 offices for counseling, testing and other purposes (Rooms 14, 15, and 16);
- A minimum of 4 additional rooms that can be used for small group work or special education small group instruction (Rooms 5, Sa, Sb, and 7);
- The library (for instruction, research and specialized classroom space)
- A STEAM lab or flexible growth classroom (Portable A);
- 1 room for specialized Literacy instruction and Literacy Specialist office (Rm. 13)
- 1 room Maya Angelou Center for Restorative Justice (Rm. 22)
- 1 room for Assistant Head of School office (Rm. 23)
- 2 rooms for our After-School program and offices (Portables P-3 and P-4)
- 2 rooms for Art instruction (Visual Arts and Music, Rooms 24 and 17)
- 2 rooms for shared special education classes (SMCSD and MCOE, Rooms 9 and P-5)
- The Multi-purpose Room
- Outdoor garden spaces

All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space:

A copy of a sample Facilities Use Agreement is attached for your review. This contains the relevant conditions of the Charter School's use.

The projected pro rata share amount and a description of the methodology used to determine that amount:

Pursuant to 5 CCR 11969.7, the District estimates that the Charter School's pro-rata share is as follows:

- If the District remains the LEA for the Charter School's special education, the Charter School shall be provided with 53.23% of the District's total square footage of property and the projected pro rata share amount for the Charter School shall be \$278,270.00.
- If the Charter School becomes its own LEA for special education, the Charter School shall be provided with 59% of the District's total square footage of property and the projected pro rata share amount for the Charter School shall be \$308,392.00.

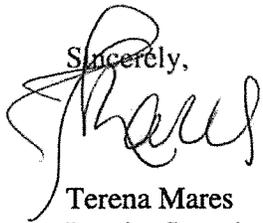
A detailed description of these cost breakdowns are set forth in the attached Facilities Use Agreement.

A list and description of the comparison group schools used by the District in developing its preliminary proposal, and a description of the differences between the District's preliminary proposal and the Charter School's facilities request:

Bayside MLK, the only school of the District, was used for comparison purposes and if the District remains the LEA for the Charter School's special education there will be no difference between the District's preliminary proposal and the Charter School's facilities request. However, if the Charter School becomes its own LEA for special education, the RSP Room square footage (1,027 sq. ft) will shift from

the District to the Charter School, resulting in an increase to the facility use proposed in the Charter School's facility request.

We look forward to receiving your response by March 1, 2019.

Sincerely,

Terena Mares
Interim Superintendent

Encl.

**FACILITIES USE AGREEMENT BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND WILLOW CREEK ACADEMY CHARTER SCHOOL**

This Agreement, dated _____, is between the Sausalito Marin City School District (“District”) and the Willow Creek Academy Charter School (“Charter School”).

RECITALS

- A. The District is the owner of real property situated at 636 Nevada Street Sausalito, California, 94965.
- B. Charter School is a charter school that provides educational programs for children from kindergarten through eighth grade.

Pursuant to California Education Code sections 47605-47664 *et. seq.* and Title 5 of the California Code of Regulations sections 1969.1 *et. seq.*, the parties agree as follows:

1. TERM/PREMISES.

- A. From July 1, 2019 until June 30, 2020, District grants a license to use premises (“Premises”) located at 636 Nevada Street, Sausalito, California, 94965, for the purpose of operating a California public school Charter School, serving children in grades kindergarten through eighth grade in accordance with the terms of this Agreement. The term “Premises” includes the grounds as well as all buildings and structures on the Premises, with the exception for 33 Buchanan, the Robin’s Nest facilities, and, if the Charter School becomes its own LEA for special education, the Marin County SELPA’s Regional Classroom (P-5),. If the District continues to be the LEA for the Charter School’s special education, then the RSP Room (Room 9) will also be excluded from the definition of “Premises.”
- B. Prior to July 1, 2019, Charter School shall have thoroughly inspected the Premises, and, in occupying the Premises, accepts the Premises as is.
- C. This Agreement shall terminate on June 30, 2020.

2. USE OF PREMISES

- A. During the Term, Charter School shall operate educational programs as set forth in the approved Charter Petition, approved by the District’s Board of Trustees on or around June 26, 2018 unless otherwise agreed to in advance by the parties. In the event that Charter School wishes to use District facilities for uses outside of the Charter Petition, the District reserves the right to assess fair rental charges, and prior written permission of the District must be obtained.

- B. This Agreement shall not be assigned by Charter School or by operation of law without the advance written consent of District. Any attempt to so assign the Agreement without consent shall be null and void. Charter School shall not enter into any agreement which purports to sublet the Premises.
- C. Charter School may not allow any assignee, individual, group, agency, business, corporation, or other entity (collectively, "Third Party") to use the Premises for any purpose that has not been authorized by the Charter Petition or the District in writing. No Third Party may use the Premises without a written, signed Facilities Use permit authorized by the District.
- D. Charter School agrees to comply with the Civic Center Act with regard to Third Party usage of facilities, when permitted.

3. Facility Costs and Maintenance

- A. The District will charge a pro rata share of the cost of facilities pursuant to California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.7 and as agreed upon by the parties.
- B. The "Facility Cost" includes the District's total maintenance costs, the cost of plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases, multiplied by the percentage of District property provided to the Charter School. (Cal. Educ. Code § 47614(b)(1); Title V of the California Code of Regulations, Section 11969.2(h).) If the District remains the LEA for the Charter School's special education, the Charter School shall be provided with 53.23% of the District's total square footage of property and the Facility Cost shall be calculated based upon that percentage, as further set forth in Attachment A. If the Charter School becomes its own LEA for special education, the Charter School shall be provided with 59% of the District's total square footage of property and the Facility Cost shall be calculated based upon that percentage, as further set forth in Attachment B.
- C. The Charter School shall be responsible for all utilities, including, but not limited to, water, gas, electricity, heat, garbage, telephone services, internet, network infrastructure, and other services incurred at the Premises ("Utilities").
- D. Charter School shall be responsible to pay for any Premise costs that are not included in the District's calculation of Facility Cost.
- E. Charter School will be invoiced monthly for the Facility Cost and Utilities and will be required to submit payment to the District within 30 days of receipt of invoice.

- F. Charter School shall at all times keep the Premises in good order and repair or report any necessary District repairs to the District Facilities Director or Designee promptly after discovering the need for repair.

4. CRIMINAL BACKGROUND REVIEW.

Before Charter School permits an employee or volunteer to provide services on the Premises, Charter School shall cause the employee's or volunteer's fingerprints to be submitted to the Department of Justice for the purpose of determining whether the employee or volunteer has been convicted of a violent or serious felony (See Penal Code Sections 667.5(c) and 1192.7(c)) that would disqualify him or her from employment by a California public school district. Charter School shall not permit any employee or volunteer who would be so disqualified to provide services on the Premises. At all times this Agreement is in effect, Charter School shall provide District with a current "security list" of all employees and volunteers who are providing services on the Premises and certify that no person on the list has been convicted of a violent or serious felony.

5. SUPERVISION.

Charter School 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 of all applicable laws and regulations.

6. INSPECTION.

District may inspect the Premises at reasonable times to ensure compliance with the terms of this Agreement.

7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

Charter School shall not make alterations, additions, or improvements to the Premises without obtaining the advance, written consent of District. Any alterations, additions, or improvements shall be made at Charter School's expense and shall remain on and be surrendered with the Premises at the termination of this Agreement, unless otherwise specified by District. Any person entering the Charter School campus to make alterations, additions, or improvements for Charter School shall be subject to state law as well as District's policies and regulations regarding campus safety and security. As District deems appropriate Charter School may be required to maintain continuous direct supervision of all such persons while Charter School or District students are in session on the Premises. All alterations, improvements, and/or additions to property will be at the sole expense of the Charter School.

8. WASTE/COMPLIANCE WITH LAW.

Charter School 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.

Charter School 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. Charter School shall not use the Premises or permit anything to be done, which will create a hazardous condition, in or about the Premises. Charter School 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, excluding structural changes not related to or affected by Charter School's improvements or acts. The judgment of any court of competent jurisdiction or the admission of liability in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

9. SURRENDER OF PREMISES.

Upon termination of this Agreement, Charter School shall return the Premises to District in the same condition as on the commencement of the Term, normal wear and tear excepted.

10. INSURANCE.

With respect to this Agreement, Charter School shall maintain insurance as described below:

- A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- B. General Liability Insurance. Commercial general liability insurance, or approved self insurance, covering bodily injury and property damage using an occurrence policy form, in an amount no less than Twenty Million Dollars (\$20,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.
 - 1. District, its officers, agents, and employees, are named as additional insured for all Liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - 2. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.
- C. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- D. Documentation. The following documentation shall be submitted to the District:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Charter School agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the District for the duration of this Agreement.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

D. Other Insurance Matters. All of the insurance required under this Agreement shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A VIII as rated in the most recent edition of Best's Insurance Reports and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount. If the Charter School fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the Charter School's failure to pay such damages, and deduct and retain the amount of the premiums from the security deposit or at its sole discretion, find the Charter School in default of this Agreement.

E. Policy Obligations: Charter School's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach. If Charter School, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.

11. **HOLD HARMLESS.**

To the fullest extent permitted by law Charter School 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 Charter School or its governing board's invitees or guests in or about the Premises, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole 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 Charter School or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. INDEPENDENT STATUS.

- A. Charter School is a separate legal entity. Charter School 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 Charter School or, District and Charter School's employees and agents. Charter School is responsible for maintain active status of non-profit public benefit corporation status during the life of this Agreement.
- B. Unless otherwise agreed to in writing by the parties, all agents, servants, and employees of the Charter School shall be under the exclusive management control of Charter School and shall not be agents, servants, or employees of the District for any purposes whatsoever. It is specifically acknowledged that the programs provided by Charter School and any of its agents, servants, or employees are entirely and exclusively under the supervision and control of Charter School, and no person so employed shall have any status or right with regard to the District.
- C. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute District or Charter School a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

13. DEFAULTS, REMEDIES.

- A. Charter School's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Charter School:
 - 1. Vacating or abandoning the Premises prior to the expiration of this Agreement.
 - 2. The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School, including the payment of Facility Costs, if such failure continues for a period of thirty (30) days after written notice is given by District to Charter School. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.
 - 3. The making by Charter School of any general assignment, or general arrangement for the benefit of creditors.
 - 4. The filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School, the same is dismissed within 60 days).

5. The appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days.
6. The attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
7. The discovery by District that any material representations given to District by Charter School, any successor in interest of Charter School, or any guarantor of Charter School's obligations hereunder, was materially false.

B. District's Remedies on Charter School's Default. In the event of any default by Charter School which is not cured by Charter School, District can terminate this Agreement by giving Charter School thirty (30) days' notice of termination. On termination of the Agreement for default pursuant to this paragraph, District shall have the right to recover from Charter School the following amounts for any and all damages which may be the direct or indirect result of such default:

1. The worth, at the time of the award, of the unpaid Facility Costs that has been earned at the time of termination of this Agreement. "The worth," is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge; and
2. Any other amount, and court costs, necessary to compensate District for all detriment proximately caused by Charter School's default which District proves could not have been reasonably avoided.

C. District's Remedies in Event of Breach. In the event of any breach of this Agreement, District, in addition to the other rights or remedies District may have, shall have the immediate right of reentry and may remove all persons and property from the Premises.

1. The property may be removed and stored in any place in the building where the demised Premises are located, or in any other place, for the account of, and at the expense and risk of, Charter School.
2. Charter School waives all claims for damages which may be caused by the reentry of District and the taking of possession of the demised Premises or removal or storage of the furniture and property as herein provided.
3. Charter School will hold the District harmless from any loss, costs or damages caused by District and no such entry will be considered or construed to be a forcible entry.
4. Should District elect to reenter, as provided in this Agreement, or should District take possession pursuant to legal proceedings or pursuant to any

notice provided for by law, District may either terminate this Agreement or District may from time to time, without terminating this Agreement, rent the Premises, or any part of it, for such term or terms and at such rental or rentals and on such other terms and conditions as District in District's sole discretion may deem advisable, with the right to make alterations and repairs to the Premises.

5. No such reentry or taking possession of the Premises by District shall be construed as an election on District's part to terminate this Agreement unless a written notice of such intention is given to Charter School or unless the termination thereof is decreed by a court of competent jurisdiction.
6. Notwithstanding any rental without termination, District may at any time thereafter elect to terminate this Agreement for such previous breach.

14. AMERICANS WITH DISABILITIES ACT (ADA).

It is acknowledged that Premises are currently in compliance with the ADA. Charter School shall not make any changes or arrangements that would cause the Premises to no longer be in compliance with the ADA and its supporting regulations, as may be amended from time to time. Charter School is also responsible for compliance with any and all similar federal, state or local laws, regulations and ordinances relating to removal of barriers within the workplace, e.g., arrangement of interior furnishings and access within the Premises, and any improvements installed by Charter School. If District's consent would be required for alterations to bring the Premises into compliance, this consent shall not be unreasonably withheld, conditioned or delayed.

15. DISCRIMINATION PROHIBITED.

Charter School and its employees shall not discriminate because of actual or perceived: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, against any person by refusing to furnish such persons any service or privilege offered by the Charter School at the Premises. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

16. COMPLIANCE WITH LAW.

Charter School shall not use the Premises or cause anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Charter School 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 forced, and with the occupancy 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, excluding condition, structural changes or other changes to the real property not related to or affected by Charter School's activities. The judgment of any court of competent jurisdiction or the admission of Charter School in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

17. Notice.

As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when deposited in the United States mail in a sealed envelope or container, postage and charges prepaid, and addressed as follows:

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

Head of School & Board President
Willow Creek Academy Charter School
636 Nevada Street
Sausalito, CA 94965

18. 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.

19. Attorney's Fees.

If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

20. Entire Agreement.

This Agreement, the current operative Charter Petition, and the current, operative Memorandum of Understanding contain the entire agreement between the parties. The order of precedence shall be this Agreement first, the Memorandum of Understanding

second, and the Charter Petition third. The terms and conditions of this Agreement may be modified only by written agreement signed by the parties.

21. Governing Law.

This Agreement shall be governed and interpreted under the laws of the State of California, County of Marin, and should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall be remain in full force and effect.

22. Corporate Authority.

The signatories hereto certify as to their authority to execute this Agreement as provided by their respective entities.

23. Miscellaneous.

A. Binding on Successors.

This Agreement and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

B. Headings.

The headings of the Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

C. Force Majeure.

No party shall be in default on account of any failure of performance which is caused by circumstances beyond the reasonable control of such party, including strikes, lockouts, fires, floods, acts of God, war, civil disorder or government regulations. This provision shall not excuse a delay in performance in excess of the actual delay so occasioned.

D. Invalidity.

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

E. Construction of This Agreement.

This Agreement shall be strictly construed neither against District nor Charter School, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Date: _____, 2019

Date: _____, 2019

Sausalito Marin City School District

Willow Creek Academy Charter School

BY:

BY:

President, Board of Trustees,
Sausalito Marin City School District
Board of Trustees

President, Board of Directors,
Willow Creek Academy Charter
School

Sausalito Marin City School District
 Facilities District Wide
 Example of Pro-Rata Cost Sharing by Willow Creek Academy Charter
 2018-19

Working Budget Estimates

Fund 01 - General Fund		Square Footage		Pro-Rata Share
Classified Staff	\$ 90,000	WCA	38,555	\$ 264,962
Employee Benefits	\$ 36,232	District RSP Room	(1,027)	
Supplies	\$ 25,000	District Portable (SELPA Regional)	(1,440)	
Operating Expenses	\$ 150,910	<u>Total WCA Square Footage:</u>	<u>36,089</u>	53.23%
Utilities	Paid by WCA			
Facility Leases Payments	\$ 195,600	Bayside MLK	29,239	\$ 232,780
		RSP Room at WCA	1,027	
		District Portable (SELPA Regional)	1,440	
		<u>Total BMLK Square Footage:</u>	<u>31,706</u>	46.77%
Total Expenses:	\$ 497,742	<u>Total District Square Footage</u>	<u>67,794</u>	<u>\$ 497,742</u>

Fund 14 - Deferred Maint				Pro-Rata Share
Deferred Maintenance	\$ 25,000	WCA		\$ 13,308
		BMLK		\$ 13,308
Total Expenses:	\$ 25,000			<u>\$ 26,616</u>

Total - All Funds				Pro-Rata Share
		WCA		\$ 278,270
		BMLK		\$ 244,472
				<u>\$ 522,742</u>

Sausalito Marin City School District
 Facilities District Wide
 Example of Pro-Rata Cost Sharing by Willow Creek Academy Charter
 2018-19

Working Budget Estimates

WCA as LEA for Special Education

Fund 01 - General Fund		Square Footage	Pro-Rata Share
Classified Staff	\$ 90,000	WCA	\$ 293,644
Employee Benefits	\$ 36,232		
Supplies	\$ 25,000	District Portable (SELPA Regional)	1,440
Operating Expenses	\$ 150,910	<u>Total WCA Square Footage:</u>	<u>39,995</u> 59.00%
Utilities	Paid by WCA		
Facility Leases Payments	\$ 195,600	Bayside MLK	\$ 204,098
		RSP Room at WCA	-
		District Portable (SELPA Regional)	(1,440)
		<u>Total BMLK Square Footage:</u>	<u>27,799</u> 41.00%
Total Expenses:	\$ 497,742	<u>Total District Square Footage</u>	<u>67,794</u>
			\$ 497,742

Fund 14 - Deferred Maint			Pro-Rata Share
Deferred Maintenance	\$ 25,000	WCA	\$ 14,749
		BMLK	\$ 10,251
Total Expenses:	\$ 25,000		\$ 25,000

Total - All Funds			Pro-Rata Share
		WCA	\$ 308,392
		BMLK	\$ 214,350
			<u>\$ 522,742</u>

Sausalito Marin City School District

Payment of Warrants

2/14, 2019

Attached warrants include:

Batch 21 Fund 01 in the amount of \$425,030.74

Batch 21 Fund 13 in the amount of \$653.80

Batch 21 Fund 14 in the amount of \$2,007.54

Batch 22 Fund 01 in the amount of \$42,167.37

Batch 22 Fund 13 in the amount of \$3,257.28

Batch 22 Fund 14 in the amount of \$3,424.50

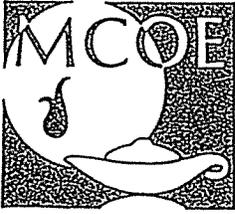
Batch 23 Fund 01 in the amount of \$165,922.03

Batch 23 Fund 13 in the amount of \$3,234.04

Batch 24 Fund 01 in the amount of \$13,093.93

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



MARIN COUNTY
OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marin.k12.ca.us

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

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

VENDOR PAYMENT CERTIFICATION

Date 1/9/2019

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 \$ 427,692.08.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>21</u>	<u>425,030.74</u>
<u>13</u>	<u>21</u>	<u>653.80</u>
<u>14</u>	<u>21</u>	<u>2,007.54</u>

Authorized Signature *Mary Jane Burke*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 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
20221519	070873/	ADVANCED SECURITY SYSTEMS				
		PO-190023 2.	01-0000-0-5840.00-0000-8300-104-000-000		1-3/2019 BMLK	292.50
					WARRANT TOTAL	\$292.50
20221520	000609/	AMERICAN EXPRESS				
		PV-190275	01-0000-0-4300.00-0000-2700-104-000-000		Staff meals	249.01
			01-0000-0-4300.00-0000-2700-104-000-000		Plastic ties, shipping	23.05
			01-0000-0-4300.00-0000-7150-700-000-000		Sup. meals	150.83
			01-8150-0-5600.00-0000-8110-103-000-000		Table repairs-WCA MPR	3,600.00
					WARRANT TOTAL	\$4,022.89
20221521	071101/	AQUARIUM OF THE BAY				
		PV-190254	01-9473-0-5819.00-1110-1010-104-000-000		2/4/19 presentation	114.00
					WARRANT TOTAL	\$114.00
20221522	002550/	ASSOCIATED VALUATION SERVICES				
		PO-190020 1.	01-0000-0-5849.00-0000-7200-700-000-000		6064	304.29
					WARRANT TOTAL	\$304.29
20221523	070329/	AT&T CALNET 3				
		PO-190001 1.	01-0000-0-5970.00-0000-2700-104-000-000		12/18	105.97
					WARRANT TOTAL	\$105.97
20221524	000006/	BAY CITIES REFUSE INC				
		PO-190004 1.	01-0000-0-5550.00-0000-8200-103-000-000		1/19	746.25
		PO-190102 1.	01-0000-0-5550.00-0000-8200-104-000-000		1/19 BMLK	801.00
					WARRANT TOTAL	\$1,547.25
20221525	070513/	BOYS AND GIRLS CLUB				
		PO-190019 2.	01-0000-0-5840.00-1110-1010-104-000-601		1463 balance	2,911.00
			01-6010-0-5840.00-1110-1010-104-000-000		1463	9,374.00
		PV-190260	01-0000-0-5240.00-1110-2140-104-000-000		Staffing for PD day	750.00
					WARRANT TOTAL	\$13,035.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 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	
20221526	000256/	BUCK'S SAW SERVICE				
		PV-190261	01-8150-0-4300.00-0000-8110-104-000-000		Mower parts	161.76
			WARRANT TOTAL			\$161.76
20221527	070935/	CINTAS CORPORATION				
		PO-190003	1. 01-8150-0-5840.00-0000-8110-104-000-000		4014741390	484.87
			WARRANT TOTAL			\$484.87
20221528	071099/	COMMERCIAL LIGHTING				
		PV-190259	01-8150-0-4300.00-0000-8110-104-000-000		785016	1,099.22
			WARRANT TOTAL			\$1,099.22
20221529	070049/	BROOKS DEBRUIN				
		PV-190269	01-8150-0-5230.00-0000-8110-735-000-000		11-12/18 mileage	76.30
			WARRANT TOTAL			\$76.30
20221530	002890/	LOUIS EDNEY				
		PV-190266	01-0000-0-5230.00-1110-2140-104-000-000		Field trip parking	9.00
			WARRANT TOTAL			\$9.00
20221531	001807/	EMPLOYMENT DEVELOPMENT DEPT.				
		PV-190253	01-0000-0-9515.00-0000-0000-000-000-000		Q4, 2018 - 94241171	357.65
			WARRANT TOTAL			\$357.65
20221532	070721/	FAGEN FRIEDMAN FULFROST				
		PO-190021	2. 01-6500-0-5829.00-0000-7100-700-000-000		61390-1	670.00
			WARRANT TOTAL			\$670.00
20221533	071025/	DAVID FINNANE				
		PV-190268	01-0000-0-4300.00-0000-2700-104-000-000		Staff holiday party	664.79
			WARRANT TOTAL			\$664.79
20221534	000023/	GOODMAN BUILDING SUPPLY CO.				
		PO-190008	1. 01-8150-0-4300.00-0000-8110-103-000-000		12/18 WCA	18.95
			2. 01-8150-0-4300.00-0000-8110-104-000-000		12/18 BMLK	19.00
			WARRANT TOTAL			\$37.95

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 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			
20221535	071028/	JAMAL GRAHAM				
	PV-190267	01-0000-0-5840.00-0000-2700-104-000-000	Uniform cleaning			45.00
		WARRANT TOTAL				\$45.00
20221536	000039/	KAISER FOUNDATION				
	PV-190264	01-0000-0-9526.00-0000-0000-000-000-000	578-0002			15,992.80
		01-0000-0-9526.00-0000-0000-000-000-000	16734-0001			13,527.17
		WARRANT TOTAL				\$29,519.97
20221537	071000/	OSHALLA MARCUS				
	PV-190274	01-0000-0-5840.00-1453-1010-104-000-000	100107			900.00
		WARRANT TOTAL				\$900.00
20221538	000045/	MARIN COUNTY OFFICE OF EDUC				
	PV-190272	01-0000-0-5840.00-0000-7150-700-000-000	190427, 190428			57,367.93
		01-0000-0-5840.00-0000-7300-700-000-000	190427, 190428			56,994.28
		WARRANT TOTAL				\$114,362.21
20221539	071017/	ZAKI MOKHEMER				
	PV-190258	01-6500-0-5840.00-5770-3600-700-000-000	12/18 pupil transp.			51.16
		WARRANT TOTAL				\$51.16
20221540	000015/	MSIA DENTAL				
	PV-190256	01-0000-0-9528.00-0000-0000-000-000-000	1/19			3,154.03
		WARRANT TOTAL				\$3,154.03
20221541	000117/	MSIA VISION				
	PV-190257	01-0000-0-9529.00-0000-0000-000-000-000	1/19			428.80
		WARRANT TOTAL				\$428.80
20221542	000058/	P G & E CO				
	PO-190000	1. 01-0000-0-5510.00-0000-8200-103-000-000	12/18 WCA			3,190.87
		2. 01-0000-0-5510.00-0000-8200-104-000-000	12/18 BMLK			2,745.23
		WARRANT TOTAL				\$5,936.10
20221543	070222/	PROTECTION ONE				
	PO-190005	3. 01-0000-0-5840.00-0000-8300-103-000-000	1/19 WCA			213.59

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 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
		1.	01-0000-0-5840.00-0000-8300-104-000-000		1/19 BMLK	693.14
		2.	01-0000-0-5840.00-0000-8300-700-000-000		1/19 District	89.13
			WARRANT TOTAL			\$995.86
20221544	070356/	SCHOOL LIBRARY JOURNAL				
		PV-190270	01-0000-0-4300.00-1110-2420-104-000-000		subscription 3/19-20	99.99
			WARRANT TOTAL			\$99.99
20221545	071012/	SENECA				
		PO-190087	1. 01-0000-0-5840.00-1110-1030-104-000-000		SMCSD-COM-NOV18	2,500.00
			WARRANT TOTAL			\$2,500.00
20221546	001206/	SHELL OIL CO.				
		PV-190263	01-8150-0-4301.00-0000-8110-104-000-000		11/18	85.00
			WARRANT TOTAL			\$85.00
20221547	071067/	SAMANTHA SHURA				
		PO-190079	1. 01-6500-0-5835.00-5770-1182-700-000-000		12/18 OT Partial	233.75
		PO-190135	1. 01-6500-0-5835.00-5770-1182-700-000-000		12/18 OT	1,143.75
			WARRANT TOTAL			\$1,377.50
20221548	070200/	STANDARD INSURANCE COMPANY CB				
		PV-190265	01-0000-0-9527.00-0000-0000-000-000-000		January 2019	496.46
			WARRANT TOTAL			\$496.46
20221549	001531/	STAPLES				
		PO-190130	1. 01-1100-0-4300.00-1110-1010-104-000-124		Supplies - Tay	157.93
		PO-190131	1. 01-1100-0-4300.00-1110-1010-104-000-133		Supplies - Kelly	53.83
		PO-190132	1. 01-0000-0-4300.00-0000-2700-104-000-000		Supplies - BMLK	716.54
		PO-190133	1. 01-0000-0-4300.00-0000-2700-104-000-000		Laminator supplies	135.73
			WARRANT TOTAL			\$1,064.03
20221550	070677/	LYDIA TUVESON				
		PO-190136	1. 01-6500-0-5835.00-5770-1182-700-000-000		01LT2018-19	336.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 GENERAL FUND
 FUND : 01 GENERAL FUND

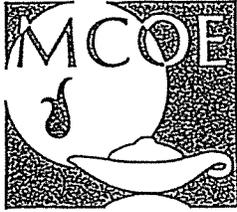
WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
WARRANT TOTAL						\$336.00
20221551	070759/	VERIZON WIRELESS				
		PO-190013 1.	01-0000-0-5840.00-0000-7200-700-000-000		12/18	152.19
WARRANT TOTAL						\$152.19
20221552	002172/	WILLOW CREEK ACADEMY				
		PV-190271	01-0000-0-8096.00-0000-9200-103-000-000		January 2019 in lieu payment	240,543.00
WARRANT TOTAL						\$240,543.00
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	34	TOTAL AMOUNT OF CHECKS:		\$425,030.74*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	34	TOTAL AMOUNT:		\$425,030.74*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 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	
20221553	071066/	EARL'S ORGANIC PRODUCE				
		PV-190276	13-5310-0-4700.00-0000-3700-700-000-000	833853		363.00
			WARRANT TOTAL			\$363.00
20221554	070841/	ECOLAB				
		PO-190045	1. 13-5310-0-5605.00-0000-3700-700-000-000	1925044		116.30
			WARRANT TOTAL			\$116.30
20221555	070799/	VERITABLE VEGETABLE INC.				
		PV-190277	13-5310-0-4700.00-0000-3700-700-000-000	1270542		174.50
			WARRANT TOTAL			\$174.50
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:		\$653.80*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	3	TOTAL AMOUNT:		\$653.80*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0021 GENERAL FUND
 FUND : 14 DEFERRED MAINTENANCE 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
20221556	000608/	BURKELL PLUMBING				
		PV-190273	14-0000-0-5600.00-0000-8110-103-000-000		55030	325.00
			WARRANT TOTAL			\$325.00
20221557	070184/	DOWNING HEATING INC.				
		PV-190255	14-0000-0-5600.00-0000-8110-103-000-000		59542	1,141.86
			WARRANT TOTAL			\$1,141.86
20221558	002632/	MARKET ENGINEERING				
		PV-190262	14-0000-0-5600.00-0000-8110-104-000-000		62620	540.68
			WARRANT TOTAL			\$540.68
*** FUND TOTALS ***		TOTAL NUMBER OF CHECKS:	3	TOTAL AMOUNT OF CHECKS:		\$2,007.54*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	3	TOTAL AMOUNT:		\$2,007.54*
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	40	TOTAL AMOUNT OF CHECKS:		\$427,692.08*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	40	TOTAL AMOUNT:		\$427,692.08*
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	40	TOTAL AMOUNT OF CHECKS:		\$427,692.08*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	40	TOTAL AMOUNT:		\$427,692.08*



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 1/16/19

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 \$ 48,849,15.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>22</u>	<u>42,167,37</u>
<u>13</u>	<u>22</u>	<u>3,257,28</u>
<u>14</u>	<u>22</u>	<u>3,424,50</u>

Authorized Signature *Mary Jane Burke*

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 01/18/2019

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0022 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
20222343	070641/	BLACKBOARD CONNECT INC.				
		PO-190075	1. 01-0000-0-5840.00-0000-2700-104-000-000		1299284	3,380.00
		PO-190091	1. 01-0000-0-5840.00-0000-2700-104-000-000		1301180 partial	712.50
			2. 01-0000-0-9209.00-0000-0000-000-000-000		1301180	712.50
			WARRANT TOTAL			\$4,805.00
20222344	001664/	COSTCO MEMBERSHIP				
		PV-190288	01-0000-0-5300.00-0000-7200-700-000-000		Membership renewal	120.00
			WARRANT TOTAL			\$120.00
20222345	071102/	KELSEY FERNANDEZ				
		PV-190284	01-0000-0-5840.00-0000-2700-104-000-000		225	1,500.00
			WARRANT TOTAL			\$1,500.00
20222346	000523/	FIREMASTER				
		PV-190278	01-8150-0-5840.00-0000-8110-103-000-000		610665-6	1,085.00
			01-8150-0-5840.00-0000-8110-104-000-000		610664 &7	1,085.00
			WARRANT TOTAL			\$2,170.00
20222347	002601/	FIRST STUDENT INC.				
		PO-190118	1. 01-0000-0-5819.00-1335-1010-104-000-000		9267363	517.00
			WARRANT TOTAL			\$517.00
20222348	070876/	GATEWAY LEARNING GROUP				
		PV-190285	01-6500-0-5835.00-5770-1182-700-000-000		1650121	135.00
			WARRANT TOTAL			\$135.00
20222349	071028/	JAMAL GRAHAM				
		PV-190282	01-0000-0-5840.00-0000-2700-104-000-000		Uniform cleaning	30.00
			WARRANT TOTAL			\$30.00
20222350	071035/	CLAIRE HARTY				
		PV-190283	01-6500-0-5240.00-5770-1110-700-000-000		Testing Materials	179.94
			WARRANT TOTAL			\$179.94
20222351	000701/	HYDREX PEST CONTROL				
		PO-190014	1. 01-0000-0-5525.00-0000-8200-103-000-000		1/19 WCA	150.00

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0022 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.	01-0000-0-5525.00-0000-8200-104-000-000	1/19	BMLK	85.00
			WARRANT TOTAL			\$235.00
20222352	070945/	INFINITY COMMUNICATIONS				
	PO-190043	1.	01-0000-0-5840.00-0000-7200-700-000-000	8913		1,125.00
			WARRANT TOTAL			\$1,125.00
20222353	071091/	ANDREA KEENAN				
	PV-190281		01-0000-0-4300.00-1110-1010-104-000-136		Supplies reimb.	107.11
			WARRANT TOTAL			\$107.11
20222354	002345/	KONE INC.				
	PO-190006	2.	01-8150-0-5840.00-0000-8110-104-000-000	1/19	BMLK	136.43
			WARRANT TOTAL			\$136.43
20222355	071070/	BRUCE PRATT				
	PV-190279		01-6500-0-5840.00-5770-3600-700-000-000		Pupil Transp. 4-12/18	4,257.54
			WARRANT TOTAL			\$4,257.54
20222356	071079/	RYLAND CONSULTING				
	PO-190121	1.	01-0000-0-5840.00-0000-7300-700-000-000	2230		1,560.00
			WARRANT TOTAL			\$1,560.00
20222357	070406/	SILYCO				
	PO-190016	1.	01-0000-0-5849.00-0000-7706-700-000-000		DEC2018	6,480.00
			WARRANT TOTAL			\$6,480.00
20222358	070897/	MARY THOMPSON				
	PV-190294		01-0000-0-9560.00-0000-0000-000-000-000		replace stale dated check	61.20
			WARRANT TOTAL			\$61.20
20222359	070525/	US BANCORP EQUIP. FINANCE INC				
	PO-190012	1.	01-0000-0-5605.00-0000-2700-104-000-000	1/19	DO	444.31
		2.	01-0000-0-5605.00-0000-7200-700-000-000	1/19	BMLK	444.31
			WARRANT TOTAL			\$888.62
20222360	002172/	WILLOW CREEK ACADEMY				
	PV-190286		01-0000-0-7299.00-0000-9200-103-000-000		Basic Aid Neg. Excess-Dec.2018	17,859.53

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
BATCH: 0022 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														\$17,859.53	
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:				18	TOTAL AMOUNT OF CHECKS:						\$42,167.37*	
			TOTAL ACH GENERATED:				0	TOTAL AMOUNT OF ACH:						\$.00*	
			TOTAL EFT GENERATED:				0	TOTAL AMOUNT OF EFT:						\$.00*	
			TOTAL PAYMENTS:				18	TOTAL AMOUNT:						\$42,167.37*	

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0022 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
20222361	071066/	EARL'S ORGANIC PRODUCE				
		PV-190289	13-5310-0-4700.00-0000-3700-700-000-000		834724	277.00
			WARRANT TOTAL			\$277.00
20222362	070841/	ECOLAB				
		PO-190045 1.	13-5310-0-5605.00-0000-3700-700-000-000		2159944	135.94
			WARRANT TOTAL			\$135.94
20222363	070815/	MARIN CHEESE COMPANY				
		PV-190291	13-5310-0-4700.00-0000-3700-700-000-000		560175	237.50
			WARRANT TOTAL			\$237.50
20222364	070827/	MARIN SUN FARMS				
		PV-190293	13-5310-0-4700.00-0000-3700-700-000-000		440229, 440541	570.40
			WARRANT TOTAL			\$570.40
20222365	070973/	ROCK ISLAND REFRIGERATED				
		PV-190290	13-5310-0-4700.00-0000-3700-700-000-000		1191416	52.35
			WARRANT TOTAL			\$52.35
20222366	070816/	UNFI				
		PV-190292	13-5310-0-4700.00-0000-3700-700-000-000		11013214-003,3266-003,11015588	1,984.09
			WARRANT TOTAL			\$1,984.09
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$3,257.28*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$3,257.28*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0022 GENERAL FUND
 FUND : 14 DEFERRED MAINTENANCE 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
20222367	070776/	MIKE BROWN ELECTRIC				
		PV-190280	14-0000-0-5600.00-0000-8110-103-000-000		69036001, 69007001	1,114.50
			14-0000-0-5600.00-0000-8110-104-000-000		69036001, 69007001	300.00
			WARRANT TOTAL			\$1,414.50
20222368	001524/	ROY'S SEWER SERVICE INC				
		PV-190287	14-0000-0-5600.00-0000-8110-104-000-000		203310	2,010.00
			WARRANT TOTAL			\$2,010.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$3,424.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	2	TOTAL AMOUNT:	\$3,424.50*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	26	TOTAL AMOUNT OF CHECKS:	\$48,849.15*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	26	TOTAL AMOUNT:	\$48,849.15*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	26	TOTAL AMOUNT OF CHECKS:	\$48,849.15*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	26	TOTAL AMOUNT:	\$48,849.15*

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DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0023 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	
20223836	070329/	AT&T CALNET 3				
		PO-190001	1. 01-0000-0-5970.00-0000-2700-104-000-000		1/19	894.32
			WARRANT TOTAL			\$894.32
20223837	071088/	LAUREN BUNTING				
		PV-190303	01-1100-0-4300.00-1110-1010-104-000-006		Classroom supplies	29.62
			WARRANT TOTAL			\$29.62
20223838	070935/	CINTAS CORPORATION				
		PO-190003	1. 01-8150-0-5840.00-0000-8110-104-000-000		4015443800	484.87
			WARRANT TOTAL			\$484.87
20223839	002749/	CROWN TROPHY				
		PV-190307	01-0000-0-4300.00-0000-2700-104-000-000		30112	118.50
			WARRANT TOTAL			\$118.50
20223840	000481/	DIDAX				
		PO-190111	1. 01-0000-0-4300.00-1110-1010-104-000-000		134959,134957.1,134958.1	1,274.97
			WARRANT TOTAL			\$1,274.97
20223841	002547/	DISCOVERY OFFICE SYSTEMS				
		PO-190011	2. 01-0000-0-5605.00-0000-2700-104-000-000		11-12/18 BMLK	1,100.75
			1. 01-0000-0-5605.00-0000-7200-700-000-000		11-12/18 DO	383.33
			WARRANT TOTAL			\$1,484.08
20223842	071025/	DAVID FINNANE				
		PV-190315	01-0000-0-4300.00-1131-1010-104-000-000		Basketballs	359.63
			WARRANT TOTAL			\$359.63
20223843	070026/	ELLEN FRANZ				
		PV-190304	01-1100-0-4300.00-1451-1010-104-000-000		Art supplies	700.60
			WARRANT TOTAL			\$700.60
20223844	000023/	GOODMAN BUILDING SUPPLY CO.				
		PO-190008	1. 01-8150-0-4300.00-0000-8110-103-000-000		1/19 WCA	10.00
			2. 01-8150-0-4300.00-0000-8110-104-000-000		1/19 BMLK	10.37

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0023 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						\$20.37
20223845	071028/	JAMAL GRAHAM				
		PV-190306	01-0000-0-5840.00-0000-2700-104-000-000		Uniform cleaning	30.00
WARRANT TOTAL						\$30.00
20223846	071092/	WOLF GUTSCHER				
		PV-190305	01-8150-0-4300.00-0000-8110-103-000-000		Maint. supplies	397.93
			01-8150-0-4300.00-0000-8110-104-000-000		Maint. supplies	87.20
WARRANT TOTAL						\$485.13
20223847	000039/	KAISER FOUNDATION				
		PV-190298	01-0000-0-9526.00-0000-0000-000-000-000		578-0002	15,992.80
			01-0000-0-9526.00-0000-0000-000-000-000		16734-0001	12,826.28
WARRANT TOTAL						\$28,819.08
20223848	000045/	MARIN COUNTY OFFICE OF EDUC				
		PO-190122	1. 01-0000-0-5840.00-0000-7150-700-000-000		190500	57,367.93
		PV-190295	01-4035-0-5240.00-1110-2140-104-000-000		190474	200.00
WARRANT TOTAL						\$57,567.93
20223849	001019/	MARIN PUPIL TRANS. AGENCY				
		PO-190044	1. 01-9002-0-7143.00-5001-9200-700-000-000		19-69	53,865.00
WARRANT TOTAL						\$53,865.00
20223850	071103/	MSD CONSULTANTS INC				
		PV-190296	01-6500-0-5840.00-5770-3150-700-000-000		Cochlear Implant Consult	150.00
WARRANT TOTAL						\$150.00
20223851	000015/	MSIA DENTAL				
		PV-190299	01-0000-0-9528.00-0000-0000-000-000-000		2/19	3,154.03
WARRANT TOTAL						\$3,154.03
20223852	000117/	MSIA VISION				
		PV-190300	01-0000-0-9529.00-0000-0000-000-000-000		2/19	428.80
WARRANT TOTAL						\$428.80

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0023 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
20223853	000016/	OFFICE DEPOT				
		PV-190297	01-0000-0-4300.00-0000-7200-700-000-000		256768292001	86.45
			WARRANT TOTAL			\$86.45
20223854	000058/	P G & E CO				
		PO-190000	1. 01-0000-0-5510.00-0000-8200-103-000-000		1/19 WCA	3,041.75
			2. 01-0000-0-5510.00-0000-8200-104-000-000		1/19 BMLK	2,791.25
			WARRANT TOTAL			\$5,833.00
20223855	070222/	PROTECTION ONE				
		PO-190005	3. 01-0000-0-5840.00-0000-8300-103-000-000		2/19 WCA	213.59
			1. 01-0000-0-5840.00-0000-8300-104-000-000		2/19 BMLK	693.14
			2. 01-0000-0-5840.00-0000-8300-700-000-000		2/19 District	89.13
			WARRANT TOTAL			\$995.86
20223856	071012/	SENECA				
		PO-190087	1. 01-0000-0-5840.00-1110-1030-104-000-000		SMCSO-COM-DEC18	1,300.28
		PV-190302	01-0000-0-5840.00-1110-1030-104-000-000		HEI-DEC 18	3,200.00
			WARRANT TOTAL			\$4,500.28
20223857	070200/	STANDARD INSURANCE COMPANY CB				
		PV-190301	01-0000-0-9527.00-0000-0000-000-000-000		2/19	496.46
			WARRANT TOTAL			\$496.46
20223858	070879/	SUNNY HILLS SERVICES				
		PO-190103	1. 01-6500-0-5833.00-5750-1185-700-000-000		December 2018	4,143.05
			WARRANT TOTAL			\$4,143.05
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	23	TOTAL AMOUNT OF CHECKS:	\$165,922.03*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	23	TOTAL AMOUNT:	\$165,922.03*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0023 GENERAL FUND
 FUND : 13 CAFETERIA 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
20223859	071066/	EARL'S ORGANIC PRODUCE														
		PV-190313													835946,837489	817.00
															WARRANT TOTAL	\$817.00
20223860	070841/	ECOLAB														
		PO-190045	1.												2255048, 2203827	389.71
															WARRANT TOTAL	\$389.71
20223861	071025/	DAVID FINNANE														
		PV-190308													Milk for lunches	69.98
															WARRANT TOTAL	\$69.98
20223862	070815/	MARIN CHEESE COMPANY														
		PV-190314													560925, 561348	294.95
															WARRANT TOTAL	\$294.95
20223863	070827/	MARIN SUN FARMS														
		PV-190312													440815	283.60
															WARRANT TOTAL	\$283.60
20223864	070973/	ROCK ISLAND REFRIGERATED														
		PV-190311													1193369,1195285	370.13
															WARRANT TOTAL	\$370.13
20223865	070816/	UNFI														
		PV-190310													13000557-003	741.67
															WARRANT TOTAL	\$741.67
20223866	070799/	VERITABLE VEGETABLE INC.														
		PV-190309													1273930	267.00
															WARRANT TOTAL	\$267.00

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$3,234.04*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$3,234.04*

*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	31	TOTAL AMOUNT OF CHECKS:	\$169,156.07*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
	TOTAL PAYMENTS:	31	TOTAL AMOUNT:	\$169,156.07*

*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	31	TOTAL AMOUNT OF CHECKS:	\$169,156.07*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
	TOTAL PAYMENTS:	31	TOTAL AMOUNT:	\$169,156.07*

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT
 BATCH: 0024 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	
20224189	002711/	CSBA C/O WESTAMERICA BANK				
		PV-190317	01-0000-0-5800.00-0000-8110-104-000-000	44098-L3W0D4		1,875.00
			WARRANT TOTAL			\$1,875.00
20224190	000481/	DIDAX				
		PO-190111	1. 01-0000-0-4300.00-1110-1010-104-000-000	134957.3, 134958.3		15.90
			WARRANT TOTAL			\$15.90
20224191	070721/	FAGEN FRIEDMAN FULFROST				
		PO-190021	1. 01-0000-0-5829.00-0000-7100-700-000-000	61783 1-2		4,723.50
			2. 01-6500-0-5829.00-0000-7100-700-000-000	61783 1-2		335.00
			WARRANT TOTAL			\$5,058.50
20224192	070988/	VANESSA LYONS				
		PO-190080	1. 01-9471-0-5800.00-1110-1010-104-000-000	1/19 Garden Work		1,890.00
			WARRANT TOTAL			\$1,890.00
20224193	071017/	ZAKI MOKHEMER				
		PV-190316	01-6500-0-5840.00-5770-3600-700-000-000	Balance of 12/18 transp.		429.53
			WARRANT TOTAL			\$429.53
20224194	001341/	SONOMA COUNTY OFFICE OF ED.				
		PO-190144	1. 01-0000-0-5829.00-0000-7100-700-000-000	19-01906		3,825.00
			WARRANT TOTAL			\$3,825.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$13,093.93*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$13,093.93*
*** BATCH TOTALS	***		TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$13,093.93*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$13,093.93*
*** DISTRICT TOTALS	***		TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	\$13,093.93*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	6	TOTAL AMOUNT:	\$13,093.93*

**SAUSALITO MARIN CITY SCHOOL DISTRICT
BOARD MEETING MINUTES
December 13, 2018**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner, Caroline Van Alst

Interim Superintendent: Terena Mares

Prior to the start of the board meeting, new trustee Bonnie Hough and returning trustees Barrow and Green took the oath of office. Interim Superintendent Mares administered the oath.

The meeting was called to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE

Trustee Hough led the pledge of allegiance.

REORGANIZATION OF AGENDA

Trustee Van Alst said that concerns have been raised by the County Superintendent that she has a common law conflict of interest in decisions that affect the relationship between the district and the charter school, arising from the fact that she has a child attending the charter school. She continued: Although I do not believe that a conflict exists, given the nature of the allegations and the ongoing investigation of the district by the Attorney General, I am recusing myself from several items on the agenda: Correspondence - 9.01, 9.02, Interim Budget -14.02. She also asked that item 13.02 - Minutes of November 8 and November 27, 2018, be removed from the consent agenda.

Superintendent Mares asked that presenters for items 12.01, 14.01 and 14.07 be moved to the Presentation category at the top of the agenda.

M/s/c Turner/Hough to Approve the Agenda as Re-organized

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Election of Board President

M/s/c Green/Van Alst to Elect Trustee Green as Board President

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Election of Board Vice President

Trustee Hough nominated trustee Turner to be vice president.

M/s/c Hough/Green to Elect Trustee Turner as Board Vice President

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Election of Board Clerk

M/s/c Green/Turner to Elect Trustee Hough as Board Clerk

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Appointment of Board Secretary

Interim Superintendent Terena Mares was appointed Board Secretary.

Appointment of Representative to the Marin County School Boards Association (MCSBA)

Trustee Hough was appointed Board representative to MCSBA.

BOARD COMMUNICATIONS

Trustee Green asked for a moment of silence to honor Mrs. Spells, who taught at the Bayside School in Sausalito many years ago.

Trustee Turner said that she was happy to see so many members of the community in the audience and looked forward to making our district a place of opportunities for our students.

Trustee Hough said she is looking forward to working for the district and all of our students.

Trustee Van Alst congratulated all the returning and newly elected board members.

ORAL COMMUNICATIONS

Alison Niederer said that the budget that is before the Board threatens to cut \$1 million in funding for Willow Creek Academy. The Board should find a fiscally responsible way to fairly fund education for all students. She asked for transparency regarding inter-district transfers at Bayside MLK Jr. Academy and an accounting of the number of those students and the cost of their education. She asked for monthly updates with factual information from the district to promote transparency.

Regan Fulton reiterated Ms. Niederer's concerns about inter-district students at Bayside MLK Jr. Academy.

Bettie Hodges said the Hannah Project has begun a program for middle school students who are not currently enrolled in any after-school programs, focusing on leadership and homework assistance. In addition, the Hannah Project is rolling out a parent training program at BMLK.

David Suto said the primary duty of the district is to provide a satisfactory level of education for the children. At the moment, large numbers of children at both schools are not receiving an adequate education. He said that the District should look at what it needs to spend to provide such an education and ask 94965 residents to provide those resources. In the meantime, we should consider an interim MOU with Willow Creek Academy which allows flexibility in changing our structure and the financing of the District.

Marilyn Mackel said the Board owes a fiduciary duty of loyalty, care and obedience to the District and cannot continue to provide funding to the charter school at the expense of the District school. Regarding the materials

in storage in the Annex building, she said that all items should be sorted and inventoried and offered to community organizations if teachers and staff have no further use for them.

ACKNOWLEDGMENTS

Glass Door

Superintendent Mares said that 14 volunteers from Glass Door will assist with the beginning of inventorying and organizing items in the annex and that a list of items will be brought to the Board before being considered surplus. Mares shared that Glass Door has been a very good neighbor to our District and we are grateful for their help.

Sausalito Marin City Electorate

Superintendent Mares said that we are proud to have had an 80.4% turnout during the recent election. This demonstrates our community's commitment to our schools and children

Jennifer Conway congratulated the new Board and said that she is prepared to work with its members on behalf of all the children.

Mindfulness

Chelsea True, who has been leading the mindfulness program funded by Kaiser at Bayside MLK Jr. Academy, said that mindfulness means paying attention with kindness and it can stop the progression of trauma. She explained that she began her teaching by supporting the teachers and demonstrating the practice. She continued: It has been beautiful to see the children learn how to get back to their "self". The response from the children here has been very powerful as they learn to stay with their pain. She then led the audience in a short mindfulness practice.

Social Emotional Learning Assessments

Principal Finnane introduced Amber Fretwell from Seneca who gave an overview of the social-emotional screening program created by her organization. The presentation showed that 109 students were assessed in November. Of these, 18.5% had a low likelihood of needing social-emotional support, 22.7% had a moderate likelihood and 58.8% a high possibility. Mr. Finnane said that these results are borne out by his experience with children and parents at Bayside MLK Jr. Academy. Based on this data, he proposed to share more information with the Board on how to address the academic and social emotional needs of the students as well as capitalize on their strengths.

Marin City Health & Wellness Clinic Proposal

Jayvon Muhammad said that the clinic has purchased 100 Phillips Drive and plans to build a 4- story building to include a clinic, a preschool and 20 apartments. Ms. Muhammad said that the clinic would like to lease a portion of the District property abutting 100 Phillips and develop about 25 parking spaces which would be shared with the school. The Board asked to address concerns for tying up land if lease moves forward. Ms. Muhammad also announced that she is leaving California for a new post in Louisiana and introduced Ms. Khailyah Jordan as the interim CEO.

Trustee Turner said that the district would benefit by everything that the clinic plans to do. Trustee Barrow said that it might be premature to give a full green light to the project at this point. Trustee Van Alst cautioned against long term encumbering of district property.

Kahaya Adams said she is concerned parents with children currently at the Learning Center have not heard what will happen to those children who attend school or after school care there while the building is going on.

**M/s/c Hough/Van Alst to Approve Exploration of the Marin City Health & Wellness Clinic Proposal
Conditional on a Yet-to-be-Developed Lease Agreement**

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Varidesk Donation

Drew Amoroso, president of StandUp Kids, said the mission of his organization is to have every student gain access to a stand-up desk in the next 10 years. He said that children are sitting for about 12 years a day, increasing their risk of chronic illness. Since 2014, 90K students across the country have begun using a stand-up desk. The Varidesks would be given to Bayside MLK Jr. Academy at no cost.

Trustee Barrow asked if a warranty is offered. Superintendent Mares said that she was assured that any broken desk would be replaced at no charge. Trustee Barrow requested to memorialize arrangements for Varidesk support in the future.

Trustee Green asked if the same offer could be made for Willow Creek Academy. Mr. Amoroso said that his organization hopes to be able to raise enough money to do so.

M/s/c Turner/Barrow to Approve the Varidesk Donation

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

At 8:38 p.m., the Board took a break. The meeting was reconvened at 8:47 p.m.

At 8:48 p.m., Trustee Van Alst left the meeting.

CORRESPONDENCE

Superintendent Mares said that the California Attorney General has sent a letter announcing the conclusion of his office's investigation of the District. The Board will be meeting to discuss a response to the letter during a special meeting next week.

Kurt Weinsheimer, president of the WCA Board, said there is now increased awareness about education in our district. Mr. Weinsheimer suggested a joint board meeting between the two boards to establish long term planning. He asked the Board to take this into consideration.

Superintendent Mares said that joint board meetings are legal and permissible. Typically there are not convened to act on any item but to start a dialogue.

At 8:57 p.m. Trustee Van Alst returned to the meeting.

REPORTS

Superintendent

- District Website Preview – Ms. Mares said that this will go live after the Christmas break.
- Board Workshops – The superintendent said these are critically important due to the challenging issues to address, including the serious nature of the charges by the AG. Ms. Mares recommended a series of two hour workshops that could culminate in a retreat; a recommendation will be brought to the Board in January.
- Community Communications – Ms. Mares shared the intent to work with one or two board members to develop a series of communications to the community.
- 2018 California Dashboard – Superintendent Mares shared a video explaining the function of the Dashboard then showed how to extract data from a particular school from the website.

Site Leadership

Principal Finnane acknowledged Bettie Hodges for the new work that she is doing for our middle schoolers. Mr. Finnane invited community members to come to school on December 21 to celebrate the publication of our students' information writing. The Measures of Progress assessment is taking place in September, December and March to allow us to make adjustments in teaching and meet the needs of students based on the results. The first school site council meeting occurred this week. We have a lot of work to do to meet our goals in English language learner services. A meeting is scheduled for 1/15 to talk to English Language Learner parents.

Willow Creek Academy

Speaking on behalf of head of school Tara Seekins, Marijke Smit said the first trimester ended on November 16 and report cards have been mailed out. MAP testing is underway for 3-8 graders. Huckleberry Youth Programs is conducting healthy relationship and sexual health classes for the middle school. Two teachers, Adrienne Thompson and Jennifer Carrade, have passed their National Board examinations.

Update on WCA Prop 39 Facilities Request

Superintendent said that the district has performed a review and there is nothing to report at this time.

Overview of LCAP State Priorities

Superintendent Mares said that following a request from the Board, she has provided the priorities for each of the district's LCAP goals in the board packet.

Working Committees

Ms. Mares said that a list of existing committees has been provided in the packet. The Community Advisory Committee meets monthly, the Transformation Team meets quarterly, and the School Site Council met for first time this past week. The English Language Advisory Committee is being formed.

CONSENT AGENDA

Roll Call Van Alst/Hough to Approve the Following Consent Agenda item:

Payment of Warrants – Batches 15-18

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Minutes of the November 8 and November 27, 2018 Board Meetings

Trustee Van Alst said that she would like to record the following correction to the minutes of the November 8 meeting: She did not recuse herself from items 11.02 and 11.03, Review of LCAP Goal #1 and Review of the Local Control and Accountability Plan Local Indicators and participated in the discussion.

M/s/c Van Alst/Turner to Approve the Minutes of the November 8 and 27, 2018 Board Meetings

Ayes: Barrow, Green, Van Alst

Abstain: Hough

Absent: None

At 9:49 p.m., trustee Van Alst left the meeting.

2018-2019 First Interim Budget

Superintendent Mares gave an overview of the budget. The deficit has been reduced from \$667K to \$581K, despite a certificated salary increase. With the expiration of the MOU with Willow Creek Academy in 2019, the District anticipates a reduction in salary expenditures as we will no longer have special education staff on that campus. Ms. Mares said that the statutorily required payments to WCA for the next two fiscal years are included in the budget's multi-year projections. She emphasized that the letter from the Attorney General may likely impact our future financial relationship with the charter school.

Trustee Barrow said that in looking at the Local Control and Accountability Plan provisions for the next two years, we should re-examine the budget in the areas of foreign language instruction, the community school plan and deferred maintenance. He said we should also look again at our debt service and District overhead payments.

Jeff Knowles, a WCA Board member, said that he would like to see the District close the budget gap without taking funds away from Willow Creek Academy. He said that he appreciates the sentiments expressed by the Board about supporting both schools. He cited the letter from Dr. VanderMolen included in the Board packet about best practices for allocating resources to both schools.

Trustee Hough said that she would encourage the formation of a budget committee as soon as possible. She added that in the meantime, she would be reluctant to make any changes to the current budget.

Marilyn Mackel said the facts of the case cited in the letter by Dr. VanderMolen are not correctly interpreted.

M/s/c Turner/Hough to Approve the 2018-2019 First Interim Budget

Ayes: Green, Hough, Turner

Noes: Barrow

Absent: Van Alst

Board Policies Update Plan

Superintendent Mares presented a recommended schedule for adopting the updated policies over time. Trustees asked that policies regarding the budget and immigration be reviewed as a priority.

M/s/c Van Alst/Turner to Approve the Board Policies Update Plan while Prioritizing Budget, Inter-District Transfers and Immigration Policies

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Board Committees

Superintendent Mares said that her list of committees is a first pass at what membership might look like for each committee. She asked that the Board consider forming an ad hoc committee to determine membership of each committee.

M/s/c Van Alst/Barrow to Approve the Creation of an Ad Hoc Committee (Hough and Van Alst) to Formulate Future Board Committees and to Disband by June 30, 2019

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Facilities Needs Assessment Proposal

Superintendent Mares recommended approval of the plan proposed by Greystone West as outlined in the Board meeting packet.

Trustee Barrow said that a needs assessment was done in 2011 as well as 2.5 years ago, when the charter school, which occupies the oldest facilities in the district, did its own review. In view of these facts, spending \$15K for another study seems wasteful

Trustee Van Alst said that she would like to see an updated price list for the recommended repairs, as costs have certainly gone up in the last three years.

M/s/c Van Alst/Hough to Approve the Facilities Needs Assessment Proposal

Ayes: Green, Hough, Turner, Van Alst

Oppose: Barrow

Absent: None

At 10:37 p.m., trustee Hough left the meeting.

Title III LEP Local Plan Update

Superintendent Mares said that this update shows the Department of Education how we are complying with the Every Child Succeeds Act. Mares reported that at present, the District is not doing enough in parental outreach and this fact is included in the update.

M/s/c Barrow/ Van Alst to Approve the Title III LEP Local Plan Update

Ayes: Barrow, Green, Turner, Van Alst

Noes: None

Absent: Hough

At 10:54 p.m., trustee Hough returned to the meeting.

Superintendent's Goals

This item was tabled until next the next Board meeting.

2018-2019 Governance Calendar

M/s/c Barrow/Turner to Approve the 2018-2019 Governance Calendar

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Surplus Equipment Disposition

M/s/c Turner/Hough to Approve the Surplus of Equipment and Notify WCA of Available Surplus Materials

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Resignation – Jonnette Newton

Superintendent Mares said that the District has run out of options for obtaining a waiver of the music credential requirement for Ms. Newton.

Marilyn Mackel said that it would be difficult to find a music teacher capable of teaching the variety of instruments that Ms. Newton teaches and asked that the District try to find an exception to the music credential regulation.

M/s/c Barrow/Van Alst to Accept the Resignation of Jonnette Newton

Ayes: Barrow, Hough, Turner, Van Alst

Abstain: Green

Absent: None

Community School Manager Job Description

Trustee Turner suggested enhancing the grant writing and fundraising aspects of the job. Ms. Mackel, speaking for Bettie Hodges, said the job description should include community partnerships, grant writing and sponsorships.

Superintendent Mares agreed to bring back an amended job description.

ADJOURNMENT

M/s/c /Van Alst/Barrow to Adjourn at 11:40 p.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
December 18, 2018**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner, Caroline Van Alst

Interim Superintendent: Terena Mares

The meeting was called to order at 8:07 a.m.

PLEDGE OF ALLEGIANCE

Trustee Van Alst led the pledge of allegiance.

REORGANIZATION OF AGENDA

M/s/c Hough/Van Alst to approve the agenda

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

CORRESPONDENCE

Letter from the Office of California Attorney General in the Matter of the Investigation of Sausalito Marin City School District

Willow Creek Academy Letter re: 12.11.18 California Attorney General Letter

Jamie Whittington, a community member, said that while Willow Creek Academy serves the majority of children in the District, it is the systematic elimination of education services at Bayside MLK Jr. Academy which caused an exodus out of that school. The letter from the Attorney General has the force of law behind it and discriminatory practices in the District must end.

Melanie Meharchand said it is important for Willow Creek Academy to be at the table in discussions with the Attorney General. 80% of students in the District chose not to stay at BMLK, she told the Board.

Marilyn Mackel said that currently 100% of white students attend WCA – that is a clear violation of the law. BMLK is segregated because of the lack of oversight of the Board.

Approval of Addendum to the Interim Superintendent Services Contract

Ms. Mares said to provide clarity, the addendum removes the exclusion related to the pending investigation of the Attorney General. It is important for the superintendent to participate in the discussion with the Attorney General. The exclusions in the original contract were specifically for LCAP and AB1200 – for this reason the Marin County Office of Education has engaged independent consultants to work on those matters.

Trustee Van Alst said that the process going forward is that after the December 21 meeting with the Attorney General, his office will propose a settlement or stipulated judgment.

Jeff Knowles of the WCA Board said that the Brown Act requires that the proposed addendum be part of the packet. Therefore, the notice should be corrected. On the substance, he said that because the Marin County Office of Education has oversight authority over this Board and is connected directly with the investigation by the Fiscal Crisis & Management Assistance Team, Ms. Mares is occupying two conflicting positions.

Joan Cox said she has concerns about the noticing of the meeting. If the notice was inadequate, any action would be rescinded. She said that on its face, it would appear that Ms. Mares has divided loyalties.

Loren Soukop of School & College Legal Services said that in her legal opinion, the agenda notice did not need more detail. She continued: This matter was brought before the Board to ensure transparency. As discussions with the Attorney General progress, counsel will continue to evaluate the situation and if there is any recommendation that directly involves the Marin County Office of Education, we will review Ms. Mares's involvement.

Lisa Mori of Fagen, Freidman & Fulfrost said that the agenda notice is technically in compliance but concerns remain. However, there are remedies under the Brown Act and the Board has the ability to cure and correct.

Superintendent Mares said that she has been involved in the district for past three years and is a resident of Sausalito. She continued: I take my integrity very seriously. Mary Jane Burke is my employer but that is only a job and does not override my integrity. If there is any conflict, I will recuse myself. It is difficult to anticipate what will be disclosed on December 21. .

M/s/c Turner/Hough to Approve Addendum to the Interim Superintendent Services Contract

Ayes: Green, Hough, Turner

Noes: None

Abstain: Barrow, Van Alst

Response to the California Attorney General's Request to Meet with the District on December 21, 2018

Trustee Green announced that she will not ask for a motion or a vote on this item. Under advice from counsel if the board voted to name two members of the board to attend the meeting with the AG, it could constitute a board created committee and therefore be subject to the Brown Act. Green shared she will not be able to attend the meeting and is naming Debra Turner and Bonnie Hough to represent the district.

Allie Behr, a parent at WCA, requested that in the spirit of collaboration, leadership from WCA be included in the meeting.

Peter Van Meter said that the perception is that the Board is not balanced therefore it would be good to have a member of WCA in the room, even if it is in an informal capacity.

Jeff Knowles said WCA should have a seat at the table in the meeting with the AG. The other consideration is continuity. There are two Board members, Barrow and Van Alst, who have served as Board presidents and been involved with the AG discussions. It would be helpful to have one of them participate.

Trustee Van Alst said the primary concern is continuity. She continued: We are reversing course on that and if there is a possibility of appointing trustee Barrow, we should do so.

Trustee Green said that this is only a preliminary meeting and that she is asking Bonnie Hough to attend as someone with a legal background who has stated that she wants to be consensus builder and as Vice President she is asking Trustee Turner to participate.

Trustee Van Alst said that she would like her dissent from trustee Green's recommendation to be recorded.

Assignment of Legal Counsel in the Matter of the Investigation of Sausalito Marin City School District

Superintendent Mares recommended that the Board choose School & College Legal Services as lead counsel for the AG discussions. She said that per usual practice, Lisa Mori of Fagen Friedman & Fulfroost will continue to share her knowledge of past legal matters with School & College Legal Services (SCLS).

Trustee Van Alst said that it would be good to have Lisa Mori continue to participate in the discussions with the AG. She said that she has concerns about the employment of Bob Henry, as he has been employed by the Marin County Office of Education.

Trustee Barrow said that it was his understanding that while new counsel would deal with issues newly brought to the Board, Lisa Mori of Fagen, Friedman and Fulfroost would continue to be lead counsel in the still outstanding matters such as the Attorney General's investigation.

Trustee Van Alst agreed and said that when School & College Legal Services (SCLS) was retained, the Board understood the scope of the contract to be limited to union negotiations and other small matters. She said that she feels that there has been a "bait and switch" in assigning SCLS to the tasks that were being overseen by Lisa Mori.

Loren Soukup of SCLS said that there is not an issue with information being provided to our office by Fagen Friedman & Fulfroost to adequately represent the Board. There will be some overlap between that office and ours in the beginning. If we are chosen as the District's firm, we will make sure that we are up to speed, she told the Board. Soukup shared that her firm would be willing to provide a letter clarifying Mr. Henry's "Of Counsel" position with SCLS is without conflict.

Lisa Mori said that she is not privy to any facts or opinions from the AG and does not feel that there is a special reason for her presence at the meeting. If there is a transition, I pledge to make it as smooth as possible, she told the Board.

M/s/c Hough/Turner to Assign School & College Legal Services as Legal Counsel in the Matter of the Investigation of Sausalito Marin City School District and have Fagen Friedman & Fulfroost Represented at the Meeting with the Attorney General

Ayes: Green, Hough, Turner

Noes: None

Abstain: Barrow, Van Alst

Absent: None

ADJOURNMENT

M/s/c Barrow/Van Alst to Adjourn at 10:21 a.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
January 8, 2019**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner,
Caroline Van Alst

Interim Superintendent: Terena Mares

The meeting was called to order at 9:01 a.m.

CLOSED SESSION

The Board convened the closed session at 9:02 a.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 11:20 a.m.

Trustee Green reported that no action was taken in closed session.

ADJOURNMENT

M/s/c Barrow/Van Alst to Adjourn at 11:21 a.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
BOARD MEETING MINUTES
January 10, 2019**

ATTENDANCE

Board Members Present: Ida Green, Bonnie Hough, Debra Turner, Caroline Van Alst

Absent: Joshua Barrow

Interim Superintendent: Terena Mares

Trustee Hough participated via teleconference from the Conference Room at the Marriott Hotel, 614 Canal Street, New Orleans, LA 70130

The meeting was called to order at 5:03 p.m.

CLOSED SESSION

The Board and Superintendent convened closed session at 5:04 p.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 6:12 p.m.

REPORT OUT OF CLOSED SESSION

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

Trustee Green said that the ongoing discussion with the California Attorney General's office in response to their investigation and letter dated December 11, 2018, is considered anticipated litigation, and therefore no information will be shared with the public at this time. A timeline for the resolution of this process has yet to be determined. The District will provide more information to the public as soon as it can.

PLEDGE OF ALLEGIANCE

Trustee Green led the pledge of allegiance.

REORGANIZATION OF AGENDA

Trustee Van Alst asked that the audit report be moved up to the Presentation category in the agenda.

M/s/c Van Alst/Turner to Approve the Agenda as Re-organized

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

BOARD COMMUNICATIONS

Trustee Turner said that she was looking forward to an exhibit of Bayside MLK Jr. Academy students' artwork in Tiburon this coming Sunday.

Trustee Green said that on January 21, there will be a celebration of MLK Jr. Day at the Marin City Recreation Center. She said that the new standing desks are in place in the classrooms; many of the students are enthusiastic about using them.

ORAL COMMUNICATIONS

Ellen Franz said that the students' art exhibit will be at the Community Congressional Church's Rock Hill Gallery in Tiburon, with a reception this Sunday and a closing ceremony on February 23. This is the first event for the new Middle School Artists' Collective which has been set up to teach student every aspect of the work of an artist.

Julius Holtzclaw invited everyone to attend the Martin Luther King Jr. Day event at the recreation center, when several people from the community, including staff at Bayside MLK, will be honored. These include Trellis Condra, LeShawn Holcomb and Julius Holtzclaw.

Jennifer Conway asked that the Board articulate a plan to bring in the larger community into the discussion around the Attorney General's report.

2017-2018 Audit Report

Michael Ash of Christy White Associates, the district's auditors, said that his firm looked at the financial statements and state compliance procedures of the District. He commended the District for going from 12 audit findings two years ago to five in 16-17, and none in 17-18.

M/s/c Van Alst/Turner to Approve the 2017-2018 Audit Report

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

CORRESPONDENCE

Response to Potential Conflict of Interest Allegation – School and College Legal Services

Trustee Van Alst said that Board members have received a letter from Jeff Knowles in response to this correspondence. She asked that counsel prepare a reply for the next board meeting.

REPORTS

Superintendent

Ms. Mares said the Governor's new budget has some good news for schools in that it provides relief for all school districts by reducing their level of payment into the public retirement funds for teachers and classified employees.

Site Leadership

Principal Finnane said that the Tam high school registration event will be a cooperative event in conjunction with Willow Creek. In preparation for this, staff visited the home of every 8th grader and dropped off flyers to alert parents. Staff also visited families of English Language Learner students to hear their views of the school.

The search for an unconditional education coach continues.

The "scope and sequence" by grade level for history and social science will be presented to the Board in August.

Mr. Finnane said that he will be meeting with former principals Cherisse Baatin and Ruby Wilson to learn more about our school's history and strategies for helping our children. He said he is looking forward to making a proposal to the Board on the subject of capitalizing on the inherent strengths of our parents and students as we move forward.

Willow Creek Academy

Head of School Tara Seekins said that she will be leaving the school at the end of the school year to work in Central America as a member of the Peace Corps. She said that gaining international education experience has been an important goal and she is looking forward to the next phase of her career.

Kurt Weinsheimer said that Ms. Seekins has had an indelible impact on Willow Creek Academy. Her mission has been to educate all children to their highest capacity in a caring and inclusive environment.

Jennifer Conway said much of the WCA character is due to the care and spirit that Tara Seekins brings to her work.

Facility Report

This item was tabled until the February meeting.

DISCUSSION / INFORMATION ITEMS

Superintendent Search

Trustee Green said that along with Trustee Barrow, she had a conversation with Bill Huyett of the search firm McPherson & Jacobson, which conducted the superintendent search for the District in 2016. She reported that the company has extended the period of its contract with the District to June 30, 2019. The Board hopes to begin the formal search process in March.

Interdistrict Attendance Report

Superintendent Mares said this report was written in response to public comments and a request from the Board. This year, BMLK has had eight requests for transfers in and 20 for transfers out of the school. Of the eight who wished to attend BMLK, seven were approved. In addition to these seven, there are eight other out-of-district students here who are siblings of students who were approved in previous years. Our record keeping in this regard must improve, so that we have a clear count of all transfer students and their siblings for every school year.

Regan Fulton said this is a challenge and needs to be addressed so that we know the actual figures.

Julius Holtzclaw said that there has been no intention to mislead the Board regarding the number of inter-district transfers. If the recordkeeping has not been adequate, it is because we have not had sufficient training to coordinate between school and district personnel.

Kurt Weinsheimer said he is surprised that 17% of BMLK students are out of district pupils. Over the years, out of district numbers at Willow Creek Academy have been called out by the Board, while at the same time, a similar situation was happening at Bayside MLK Jr Academy.

LCAP Goal #1, Student Achievement - Planned Actions and Services and Budgeted Expenditures

LCAP Goal #2, Community School, Metrics and Measureable Outcomes

Superintendent Mares said this work should be delegated to a sub committee.

CONSENT AGENDA

Approval of the minutes of December 13 and 18, 2018 was tabled until the next regular meeting of the Board.

Roll Call Van Alst Turner/ to Approve the Following Consent Agenda item:

Payment of Warrants – Batches 19-20

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

At 8:06, the Board took a short break. The Board reconvened the meeting at 8:11 p.m.

Public Hearing: California School Employees Association's (CSEA) Chapter #394 Initial Proposal for 2018 - 2019

Superintendent Mares said that this is the initial proposal to the District. The Board must approve receipt to allow negotiations to go forward.

M/s/c Van Alst /Turner to Approve Receipt of the Initial Proposal

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Public Hearing: District's Initial Proposal to the California School Employees Association (CSEA) Chapter #394 for 2018-2019

Trustee Mares said that the contract with CSEA requires that the District sunshine its proposal. This allows the negotiation to proceed.

M/s/c Van Alst /Turner to Approve District's Initial Proposal

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Resolution 761 – Authorization to Sign on Behalf of the Board

Roll Call Van Alst/Turner to Approve Resolution 761 - Authorization to Sign on Behalf of the Board

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Disposal of Surplus Materials

Ms. Mares said that she hopes to bring a similar list every month as we go through the materials in the Annex.

M/s/c Van Alst /Turner to Approve the Disposal of Surplus Materials

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Superintendent's Goals

This item was tabled until next month.

Policy Updates

Trustee Van Alst said that this work has been moved to a separate committee to allow for ample review time.

ADJOURNMENT

M/s/c Van Alst/Turner to Adjourn at 8:45 p.m.

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
January 18, 2019**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner,
Caroline Van Alst

Interim Superintendent: Terena Mares

The meeting was called to order at 10:05 a.m.

CLOSED SESSION

The Board convened the closed session at 10:06 a.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 1:05 p.m.

Trustee Green reported that no action was taken in closed session.

ADJOURNMENT

M/s/c Hough/Turner to Adjourn at 1:06 p.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
January 22, 2019**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner,
Caroline Van Alst

Absent: Interim Superintendent Terena Mares

The meeting was called to order at 9:02 a.m.

CLOSED SESSION

The Board convened the closed session at 9:03 a.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 10:04 a.m.

Trustee Green reported that no action was taken in closed session.

ADJOURNMENT

M/s/c Hough/Turner to Adjourn at 10:05 a.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
January 24, 2019**

ATTENDANCE

Board Members Present: Joshua Barrow, Ida Green, Bonnie Hough, Debra Turner,
Caroline Van Alst

Interim Superintendent Terena Mares

The meeting was called to order at 10:21 a.m.

CLOSED SESSION

The Board convened the closed session at 10:22 a.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 12:18 p.m.

Trustee Green reported that no action was taken in closed session.

ADJOURNMENT

M/s/c Hough/Van Alst to Adjourn at 12:19 p.m.

Ayes: Barrow, Green, Hough, Turner, Van Alst

Noes: None

Absent: None

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
January 28, 2019**

ATTENDANCE

Board Members Present: Ida Green, Bonnie Hough, Debra Turner, Caroline Van Alst

Absent: Joshua Barrow

Interim Superintendent: Terena Mares

The meeting was called to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

Trustee Hough led the pledge of allegiance.

Reactivation of Superintendent Search Contract with McPherson & Jacobson

Trustee Green said that she has discussed the reactivation of the District's 2016 superintendent search contract with Bill Huyet of McPherson & Jacobson. She said he would be available via telephone to clarify the parameters of the contract.

At 6:20 p.m., Mr. Huyet joined the meeting via telephone.

Trustee Van Alst asked what the re-activated contract would cover. Mr. Huyet said that establishing the criteria for a superintendent and meetings with stakeholders – phases one and two of the contract – would not be included in the “no-cost” reactivation. The last three phases, which include advertising, recruiting, evaluation, background checks and interviews, would be part of the contract. In addition, McPherson & Jacobson would come back to the District approximately six months after the new superintendent is in place to help establish goals for the year. If the District wishes to have another round of stakeholder meetings, the cost would be \$500 a day. For all phases, expenses such as travel and home office costs would be charged. He estimated that these costs would not exceed \$3000.

Trustee Hough asked how much time would be needed if the stakeholder process is added. Mr. Huyet said that this would require an additional 2-3 weeks.

At 6:50 p.m., the Board ended the call to Mr. Huyett.

M/s/c Van Alst /Turner to Approve Reactivation of Superintendent Search Contract with McPherson & Jacobson with the Option to Add a Stakeholder Meeting Component and with the Understanding that there Will be a Cost to Develop a New Vacancy Announcement

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Board Created Committees

Trustee Van Alst said that as part of the work of an ad hoc committee to review committees, she and trustee Hough met with Ms. Mares to go over a list of current and potential future committees. There are three possible kinds of committees; one is ad hoc, constituted for a specific purpose and time period, another is a

standing committee, which has no specific time period and is subject to the Brown Act, and lastly there are superintendent committees which can have trustees as members but are not Board created.

Superintendent Mares said that the current District Board bylaw 9130 requires Board ratification of superintendent committees. She said that she would bring a revision of the bylaw to the Board at the February meeting.

Trustee Van Alst suggested that an ad hoc policy committee be set up with herself and trustee Hough as members.

The Board then reviewed the creation of an LCAP/Budget standing committee charged with review of district finances in alignment with the LCAP, with an annually assigned trustee membership, and including the superintendent, principal, union representatives, community members and parents. Trustees Turner and Van Alst volunteered to be members.

Trustee Van Alst said that the Charter Oversight is a standing committee with trustees Turner and Barrow as current members. Ms. Mares recommend that the superintendent be included in this committee. Trustee Turner said that previous superintendent Will McCoy and CBO Amy Prescott used a checklist for the oversight that came from CSBA. Trustee Hough volunteered to be a member of the newly constituted committee.

The Community School standing committee will be a new committee. In addition to trustee members, it will be comprised of community members. The timeline will be ongoing with monthly updates to the Board. Trustees Green and Hough volunteered as members.

The Facilities standing committee is comprised of one or two trustees, plus the superintendent and facilities director and a representative from each campus. It will meet as needed. Trustees Green and Van Alst volunteered as members.

Action on the creation of a Finance standing committee was deferred.

Trustee Turner suggested that a standing Collaboration committee be created to look at the possibility of working with other schools such as Willow Creek or Mill Valley schools as well as outside agencies to expand the opportunities that we offer to our students. Trustee Van Alst agreed that this would be a useful addition to the work of the Board. Trustees Turner and Van Alst volunteered as members.

Trustee Van Alst recommended that the standing Structure committee be disbanded. She also suggested that the standing Communications committee be changed to a superintendent created committee. The Board agreed that the WCA MOU Renewal committee should also be changed to a superintendent committee.

M/s/c Van Alst /Turner to Approve the Creation and Elimination of the Following Committees:

Create:

Policy Ad Hoc Committee – Hough, Van Alst

LCAP/Budget Standing Committee - Turner, Van Alst

Collaboration Standing Committee -Turner, Van Alst

**Charter Oversight Standing Committee – Hough
Community School Standing Committee - Green, Hough
Facilities Standing Committee – Green, Van Alst
Superintendent Created Communication Committee**

Disband the Finance, Structure and Communication Committees

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

ADJOURNMENT

M/s/c Van Alst /Turner to Adjourn at 8:30 p.m.

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

Signature/Date

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
February 5 2019**

ATTENDANCE

Board Members Present: Joshua Barrow (Present for Open Session Only), Ida Green, Bonnie Hough, Debra Turner

Absent: Caroline Van Alst

Interim Superintendent: Terena Mares

The meeting was called to order at 5:38 p.m.

CLOSED SESSION

The Board convened the closed session at 5:39 p.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 6.05 p.m.

Trustee Green reported that no action was taken in closed session.

PLEDGE OF ALLEGIANCE

Trustee Turner led the pledge of allegiance.

BOARD COMMUNICATIONS

Trustee Barrow said that in light of recent assertions by the Attorney General's office, that he has a potential conflict of interest in participating in matters arising from the Attorney General investigation and their ongoing process, due to the proximity of his home to Bayside MLK Jr. Academy, he has chosen to abstain from all matters involving BMLK until further guidance can be provided by the Fair Political Practices Commission.

Trustee Barrow said that he does not agree with the assertion and hopes to be back as soon as possible.

At 6:10 p.m., trustee Barrow left the meeting.

ORAL COMMUNICATIONS

Jennifer Conway said that trustee Barrow has been a trustee for some time and she wondered why this issue has been brought up at this time. She said that she hopes there will be some communication from the District to make clear the exact nature of the issue.

Marilyn Mackel said it appears that there are planned demonstrations which aim to use kids to bring petitions to the Board at its February meeting. She said it is clear that the ruling by the Attorney General, which reflects a breach of fiduciary duty by previous boards, has not been understood.

Superintendent Search – Discussion and possible action related to the search for a new Superintendent

Trustee Turner said that the brochure previously used by McPherson & Jacobson must be updated. She added that the skills and know-how of the search firm should be supplemented with the district's own process, so that this becomes a robust effort to hire the right person. The brochure must make clear our intention to make this a community school, include the history of Marin City, and enumerate our specific criteria, she added.

Ms. Mares recommended forming an ad hoc committee of two, including trustee Van Alst who was Board president during the last search as one member, to proceed with the search effort. Trustee Green said she will reach out to trustee Van Alst to ask if she is interested. Trustee Turner said that she would be interested in being the other member.

M/s/c Turner/Hough to Form an Ad Hoc Committee to Move Forward with the Superintendent Search with McPherson & Jacobson

Ayes: Green, Hough, Turner

Noes: None

Absent: Barrow, Van Alst

Copier Lease – Discussion and possible action related to the conversion of the district's copier lease

Ms. Mares said that the district's copiers are both color machines and require a lot of maintenance. We are now nearing the end of the 5- year lease for these copiers, so we have reached out to the company and asked for options for replacing them. The proposal is to have three copiers, with a separate color machine for school use. This will mean that the main copier for the school will be black and white and not subject to frequent breakdowns. The new lease agreement will save the District approximately \$2300 a year.

M/s/c Hough/Turner to Contract with Discovery Systems for Three New Copiers, Two for Bayside MLK and One for the District Office

Ayes: Green, Hough, Turner

Noes: None

Absent: Barrow, Van Alst

CLOSED SESSION

The Board convened the closed session at 6:31 p.m.

RECONVENE TO OPEN SESSION

Open session reconvened at 7.45 p.m.

Trustee Green reported that no action was taken in closed session.

ADJOURNMENT

M/s/c Turner/Hough to Adjourn at 7:50 p.m.

Ayes: Green, Hough, Turner

Noes: None

Absent: Barrow, Van Alst

Signature/Date

Title

**Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2018-19**

District: Sausalito Marin City
 Person completing this form: Terena Mares
 Title: Interim Superintendent

Quarterly Report Submission Date: (check one)
 July 2018 (4/1/18 to 6/30/18)
 October 2018 (7/1/18 to 9/30/18)
 January 2019 (10/1/18 to 12/31/18)
 April 2019 (1/1/19 to 3/31/19)

Date for information to be reported publicly at governing board meeting: February 14, 2019

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	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
Totals	0		

Terena Mares
 Name of District Superintendent

 Signature of District Superintendent



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

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state.*

January 23, 2019

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Terena Mares, Interim Superintendent
Sausalito-Marin City School District
200 Phillips Drive
Marin City, CA 94965

Re: **Response to Conflict of Interest Allegation involving SCLS and
Proposed Waiver of Actual or Perceived Conflict**

Dear Ms. Mares:

This letter is written in response to an e-mail received by the District with regard to the legal representation of the District by School and College Legal Services (“SCLS”) in connection with matters relating to the California Attorney General’s findings of alleged violations by the District of anti-discrimination laws (“the AG matter”).

The e-mail raised concerns about the role of Robert J. Henry in connection with his legal work for the Marin County Office of Education (“MCOE”) related to the AG matter, and whether that role constitutes an actual or potential conflict of interest that would affect SCLS’s ability to represent your District.

The attorneys at SCLS, like other California attorneys licensed by the State Bar, are governed by specific rules relating to the representation of clients when an actual or potential conflict of interest may exist. A copy of Rule 1.7 of the Rules of Professional Conduct of the State Bar of California is attached for your reference. In short, an attorney owes a duty of loyalty and confidentiality to each client. When an actual or potential conflict exists, SCLS seeks the client’s informed consent to continue representation in the matter.

Nature of the Conflict Issue

SCLS is a California public agency that was formed to provide legal services to public school districts, college districts and county offices of education. The attorneys employed by SCLS are public employees licensed by the State Bar of California.

SCLS attorney Robert J. Henry has worked at SCLS for many years. In or around 2004, Mr. Henry retired from full time work at SCLS and since then he has worked in a limited “of counsel” role for SCLS.

In addition, Mr. Henry has represented the Marin County Office of Education for many years. Starting in or about 2016, Mr. Henry provided legal representation to MCOE, in its oversight role as the county office of education in Marin County, with regard to legal issues pertaining to the 2016 Fiscal Crisis and



Ms. Terena Mares, Interim Superintendent
Sausalito Marin City School District
January 23, 2019
Page 2

Management Assistance Team (“FCMAT”) report involving your District, a MCOE letter sent to the California Department of Education (“CDE”) regarding that report, and what is now known as the AG matter. All of this legal work that Mr. Henry performed for MCOE was performed by Mr. Henry alone, as a private attorney, using an office and resources entirely separate from SCLS.

Because Mr. Henry still performs limited work for SCLS on other matters, an “ethical screen” has been created and remains in effect that insulates the above MCOE work by Mr. Henry from the rest of the SCLS office. Thus, for purposes of his MCOE legal work described above, Mr. Henry continues to maintain an office separate from the SCLS office, his files are separate from SCLS, and he has been directed to avoid any inappropriate contact with other attorneys in the SCLS office with regard to the AG matter and related issues. Mr. Henry will not work on the AG matter or any related issue on behalf of your District.

SCLS attorney Loren Soukup has been assigned as the primary attorney at SCLS to assist your District with regard to the AG matter. She has not worked for MCOE regarding the AG matter or any related issue, nor has any other SCLS attorney except Mr. Henry in his private capacity. Ms. Soukup and the other attorneys in the SCLS office are aware of and maintain, and will maintain, an “ethical screen” from their work on behalf of your District and any work performed by Mr. Henry, in his private capacity, for MCOE in connection with the AG matter and any related issue.

I wish to add that California courts have recognized that public law firms, like SCLS, are different from private for-profit law firms with regard to conflict issues involving representing public agencies. Thus, in *Sabey v. City of Pomona* (2013) 215 Cal. App. 4th 489, 496-97, the Court affirmed that two attorneys at a public law firm could engage in dual representation of a public agency client so long as an effective “ethical screen” was in place. *See also Howitt v. Superior Court* (1992) 3 Cal. App. 4th 1575, 1579-80. Such an “ethical screen” is in place with regard to the AG matter. Moreover, any work performed or to be performed by Mr. Henry on behalf of MCOE pertaining to your District has been and would be performed by Mr. Henry as a private attorney, separate from SCLS.

In any event, we agree that it is prudent at this time to again bring this matter to your attention and to request that the District formally waive any actual or perceived conflict of interest to permit SCLS (but not Mr. Henry) to continue its representation of the District in connection with the AG matter.

You may certainly consult other legal counsel to further advise you regarding the import of this consent. We emphasize that you remain free to seek independent counsel at any time and discontinue the representation by SCLS for any reason.

In addition, we recommend that, if you approve of the attached waiver, you also obtain ratification of your approval by the School Board. We advise that the matter be placed on the open session agenda for an upcoming Board meeting with the title “Proposed Ratification of Waiver of Actual or Perceived Conflict of Interest by SCLS law firm Regarding the AG matter.”



Ms. Terena Mares, Interim Superintendent
Sausalito Marin City School District
January 23, 2019
Page 3

Should you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carl D. Corbin".

Carl D. Corbin
General Counsel
School & College Legal Services

Enc: Exhibit A – Agreement and Consent
Exhibit B – Rule 1.7



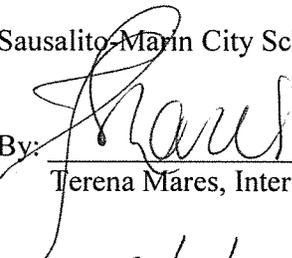
EXHIBIT A

AGREEMENT AND CONSENT

The undersigned, on behalf of the Sausalito-Marín City School District (“the District”), hereby confirms that she has carefully reviewed the above letter from Carl D. Corbin, General Counsel of SCLS, dated January 23, 2019 and that she has been apprised of the above circumstances, which may constitute an actual or potential conflict of interest. She further acknowledges that she has been apprised of the requirements of Rule 1.7 of the California Rules of Professional Conduct of the State of California and been given the opportunity to obtain the advice of independent counsel in this matter.

Consequently, with full knowledge of Rule 1.7, the undersigned, on behalf of the District, hereby agrees to SCLS’s representation of the District with regard to the AG matter, on the terms outlined in the letter dated January 23, 2019, and the District agrees to waive any conflicts between the District and the Marin County Office of Education with this representation as described above.

Sausalito-Marín City School District

By: 
Terena Mares, Interim Superintendent

Dated: 2/7/19

Ratified by the School Board of the District on _____, 2019.



EXHIBIT B

Rule 1.7 Conflicts of Interest

Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A lawyer shall not, without informed written consent* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,* or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written* disclosure of the relationship to the client and compliance with paragraph (d) where:

(1) the lawyer has, or knows* that another lawyer in the lawyer's firm* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or

(2) the lawyer knows* or reasonably should know* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,* or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes* that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons,* or a discrete and identifiable class of persons.*



February 7, 2019

Ms. Terena Mares
Interim Superintendent
Sausalito Marin City School District
200 Phillips Drive
Marin City, CA 94965

Via e-mail – tmares@marinschools.org

RE: Engagement of Services – Real Estate Consultation

Dear Ms. Mares:

We are pleased to have the opportunity to provide real estate consultation services involving the property located at 25 Burgess Court, in Marin City, California. The subject is an approximate 1,248 square foot single-family residence situated on an estimated 20,000 square foot lot, identified as Marin County Assessor Parcel Number 052-130-14 (the "Barrow" property). Another property referenced in this assignment is the Bayside-Martin Luther King Jr. Academy ("Bayside"). The purpose of this letter is to confirm the scope of our services for this engagement, our office practices, and policies.

Our services would include measurements to calculate the "as the crow" flies distance between the Barrow real property line and the closest property line at Bayside. In addition, we would calculate the distance between these two points by motor vehicle. The conclusions of our measurements would be delivered to you in a letter report format, and our services would comply with and be subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The intended user of these services would be you, the client. The intended use is to assist in litigation regarding a financial conflict of interest issue.

Our fee for the work outlined above would be charged on a time and expense basis (including any incidental expenses such as vehicle mileage, document production, special deliveries, and the like), at the following hourly rates:

- Jeffrey Enright, MAI, SRA, AI-GRS \$350.00/hour
- Staff MAI \$300.00/hour
- Senior Analyst \$200.00/hour
- Junior Analyst \$150.00/hour
- Administrative Staff \$75.00/hour

While it is difficult to predict the cost of these services at present, we currently believe that they can be completed for a total amount of less than \$3,000. This estimate is based on our prior experience and the information you have given us about this project. At the stated fee, you would receive an electronic copy of our letter report in PDF format. You may request up to two optional hard copies without additional charge by checking the box by the signature block on the following page. Additional hard copies will be available at nominal expense (billed at \$75/hour for administrative staff's time), but it is helpful if we know of your copy requirements at the time we begin work on the project.

We understand that our work for the District will involve access to and creation of confidential information, and agree to hold all information and documents obtained or created during the course of this assignment in strict confidence

Ms. Terena Mares
February 7, 2019
Page 2

and never to use or disclose any information or documents to anyone at any time, including after the termination of our services, except to the extent necessary to carry out our responsibilities under this agreement, or as specifically authorized in writing by the District Superintendent, or as required by regulatory authorities or the Appraisal Institute.

Furthermore, in the event that any individuals associated with Kidder Mathews are required by subpoena or other legal process to provide testimony or produce documents relating to the services described in this agreement, whether in court, deposition, or in any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, you agree to pay for the reasonable time and expenses incurred in connection with preparation for and provision of such testimony and/or documents, at the rates noted above.

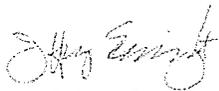
It is our custom to accept a retainer at the time we are authorized to proceed. For us to commence work on this project, we would require a \$2,250 retainer, which will be required to be maintained through the course of the assignment via your payment of any accrued fees and expenses invoiced near the end of each calendar month. Payment for our services is due no later than 30 days from the invoice date. Any past-due accounts bear interest at the rate of 12 percent per year. Once this assignment is complete, any remaining retainer balance will be returned to you.

Either party may terminate this engagement for any reason upon written notification delivered any time prior to completion of the project. Upon such termination, you remain obligated to pay us promptly for all charges for services rendered to date, as well as for all charges incurred because of termination.

We do not anticipate that any disputes will arise out of our relationship with you. However, if any dispute should arise about our services or fees or any other aspect of our relationship, you and we agree to seek a fair negotiated resolution. If this is not successful, all disputes shall be resolved by binding arbitration in San Francisco under the American Arbitration Association ("AAA") Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof. The arbitrator may award attorneys' fees and costs to the prevailing party.

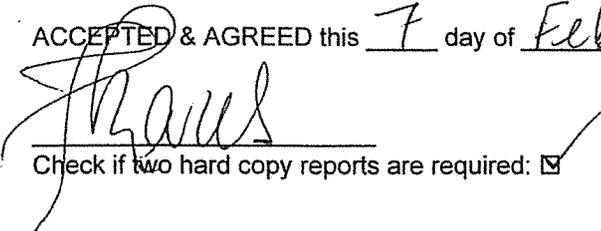
If you agree with these terms of engagement and wish us to proceed, please sign where indicated below and return the letter via facsimile at 650.769.3551 or via e-mail. Please send your \$2,250 retainer check to me at Kidder Mathews of California, 203 Redwood Shores Parkway, Suite 530, Redwood City, CA 94065.

Sincerely,
KIDDER MATHEWS



By: Jeffrey Enright, MAI, CRE, SRA, AI-GRS
Its: Vice President, Manager

ACCEPTED & AGREED this 7 day of February, 2019:



Check if two hard copy reports are required:

Ms. Terena Mares
February 7, 2019
Page 3

Request for Information

In order to complete the proposed assignment, we will require the following information. Your assistance in providing these items is necessary in order for us to deliver our report in a timely manner. In the event that any of the following information is unavailable or otherwise not supplied, our report will contain related assumptions and/or limiting conditions. Please send the information to the address below or contact me to discuss other delivery arrangements. Please feel free to call if you have any questions.

1. Legal description and title report for the Barrow property
2. ALTA site survey or other plat map for the Barrow property
3. Legal description and title report for the Bayside property
4. ALTA site survey or other plat map for the Bayside property
5. Property contact for inspection purposes
6. Any additional information you consider pertinent to this assignment

Jeffrey Enright, MAI, CRE, SRA, AI-GRS
Kidder Mathews
203 Redwood Shores Parkway, Suite 530
Redwood City, CA 94065
jenright@kiddermathews.com
650.769.3511

MARIN FENCE COMPANY
63 LARKSPUR STREET
PO BOX 4324
SAN RAFAEL, CA 94913

MARIN FENCING INC
63 Larkspur Street
San Rafael, CA 94901
(415) 457-1771
Fax (415) 457-5067
License #977667

Invoice 78899
Invoice Date 1/30/2019
Completed Date 1/30/2019
Customer PO

Billing Address
 Sausalito Marin City School District
 200 Phillips Drive
 Sausalito, CA 94965 USA

Job Address
 Willow Creek Academy
 630 Nevada Street
 Sausalito, CA 94965 USA

Description of Work

Job Completed

Task #	Description	Quantity	Your Price	Your Total
Installation	Labor & Materials to Install 67 Lineal Feet if 6' High Galvanized Chain Link Fencing as Proposed.	1.00	\$7,628.00	\$7,628.00

Sub-Total \$7,628.00
Tax \$0.00
Total Due \$7,628.00

Balance Due \$7,628.00

IF AMOUNT DUE IS OVER \$500, THEN PAYING BY VISA OR MASTERCARD, WILL INCUR A 3% FEE.

Please Remit All Payments To:
 PO Box 4324 San Rafael, CA 94913

FINANCE CHARGE OF 3% PER MONTH (36% per year), WILL INCUR AFTER 15 DAYS OF INVOICE DATE UNTIL PAID IN FULL.

Credit Card Payment Authorization

Please pay total due amount. Thank you.

Print Name below as it appears on credit card

Payment Type _____	Credit Card # _____	EXP _____	CVC _____
Name on card _____	Signature _____		

Remit to:
 Installation
 63 Larkspur Street
 San Rafael, CA 94901 USA

Amount Due: \$7,628.00



INVOICE

1032 Maxwell Drive, Santa Rosa, CA 95401
(707) 546-3633 FAX (707) 575-6818
Contractor's License Number 527657

Invoice#: 6510
Invoice Date: 11/29/2018
Due Date: 11/29/2018
Purchase Order:

TO: SAUSALITO MARIN CITY SCHOOL DISTRICT
200 PHILLIPS DRIVE
SAUSALITO CA 94965

PCD JOB#: 21192

PROJECT: SAUSALITO MARIN CITY SCHOOL DIS
200 PHILLIPS DRIVE
SAUSALITO CA 94965

Description	Amount
8 EACH LATHAM SS12RFA 12" CLOCKS ROUND SEMI-FLUSH 24V	1,468.61
TECH LABOR FOR INSTALLATION & TROUBLESHOOTING 6.5 HOURS AT \$145/HOUR	910.00

Please Pay This Amount

2,378.61

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Please make check payable to PCD

226 of 236

Thank You for your prompt payment!

VIA EMAIL

From: Vanamali Tay
Date: January 24, 2019 at 2:10:40 PM PST
To: David Finnane, Terena Mares

Subject: Resignation Letter

Hello David and Terena,

I am writing this letter to notify you that I will be resigning from my position as Middle School Math/Science Teacher with Bayside Martin Luther King Jr. Academy at the end of the school year 2018-2019. I greatly appreciate the opportunities that this school has provided me in becoming an active member of the school community and teaching the students at Bayside MLK. After much thought and consideration, I have decided to return to teach high school chemistry-a subject I enjoy teaching, and the process of transitioning students from high school to university.

Thank you for this invaluable experience, and if I can be of any assistance during this transition, I'd be happy to help.

Sincerely,
Vanamali Tay

Terena Mares
Interim Superintendent
Sausalito Marin City School District
200 Phillips Drive
Sausalito, CA 94965

February 4, 2019

Dear Superintendent Mares:

I am retiring from my position with the district on June 30, 2019. It has been an honor to work with you and all the staff at SMCS D. I am thankful for the friendships and the support that I have received throughout my tenure from every member of the Sausalito Marin City community. I wish everyone here, especially the students, a bright and happy future.

Sincerely,



Vida Moattar

Accepted
Paul
2/5/19

Sausalito Marin City School District

Agenda Item: 16.03

Date: February 14, 2019

- | | |
|--|---|
| <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"/> Facilities | |
| <input checked="" type="checkbox"/> Personnel Services | |
| <input type="checkbox"/> Financial & Business Procedures | |
| <input type="checkbox"/> Curriculum and Instruction | |
| <input type="checkbox"/> Policy Development | |
| <input type="checkbox"/> Public Hearings | |

Item Requires Board Action: Item is for Information Only:

Item: Notice of Layoff: Certificated Employees – Reduction in Force Due to Lack of Funds and/or Lack of Work

Background: The District has received notice that Willow Creek Academy (WCA) may join the El Dorado Charter Special Education Local Plan Area (SELPA). As a reminder, the District is the Local Educational Agency (LEA) for purposes of special education for WCA. As such, the District currently provides special education services to WCA students and receives funding for WCA students through the Marin County SELPA. The El Dorado Charter SELPA serves multiple charter schools throughout the state. If WCA joins the El Dorado Charter SELPA it will become its own LEA for purposes of providing special education services to its students and will receive its special education funding directly through the El Dorado Charter SELPA.

At this time, the District does not definitively know whether WCA will make the move to the El Dorado Charter SELPA. If they do, WCA has a few options for providing their own services, 1) they could hire their own special education staff, independent from the District, or 2) they could contract with the District for the same services they are currently receiving, or 3) some combination of 1) and 2). Alternatively, WCA could contract with another LEA for special education services.

Recent conversations with WCA officials indicate an interest in 2). Until the District receives a formal commitment from WCA, the District must take steps in the event it needs to reduce special education staffing. Accordingly, the accompanying resolution provides the District with the flexibility to respond to reduced certificated staffing needs, if needed. Accordingly, a reduction in certificated staff must adhere to the timing of layoff notices required for certificated staff no later than March 15. For Classified staff, the District has additional time to provide layoff notices to affected staff.

Fiscal Impact: Approximate Savings of \$400,000

Recommendation: Approval. Direct administration to seek confirmation of WCA's special education plans for 2019-20 by February 28, 2019.



1895 - 2019

SAUSALITO MARIN CITY SCHOOL DISTRICT

Interim Superintendent: Terena Mares
*Board of Trustees: Ida Green(President), Joshua Barrow, Bonnie Hough,
Debra Turner and Caroline Van Alst*

February 14, 2019

RECOMMENDATION OF THE DISTRICT SUPERINTENDENT CONCERNING REDUCTION OF CERTIFICATED SERVICES FOR THE 2019-2020 SCHOOL YEAR

Dear Governing Board:

I, Terena Mares, District Interim Superintendent, SAUSALITO MARIN CITY SCHOOL DISTRICT, hereby recommend to this Board that as of the end of the 2018-2019 school year, the following particular kinds of services now being provided by the District be reduced or discontinued as follows:

1. Eliminate the equivalent of .75 (F.T.E.) School Psychologist;
2. Eliminate the equivalent of .75 (F.T.E.) Speech Pathologist;
3. Eliminate the equivalent of 1.0 (F.T.E.) Resource Specialist;
4. Eliminate the equivalent of .50 (F.T.E.) Special Day Class Teacher;
5. Eliminate the equivalent of .30 (F.T.E.) Special Education Director.

Based upon the reduction or discontinuance of the particular kinds of services set forth above, it will be necessary to decrease the number of certificated employees in the District by the equivalent of three and one third (3.3) full-time positions for the ensuing 2019-2020 school year. It is further my recommendation that you authorize and direct me, or my designee, to initiate and pursue those procedures necessary not to reemploy the equivalent of three and one third (3.3) full-time equivalent certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of such reduction or discontinuance of services.

Respectfully submitted,

Terena Mares
District Interim Superintendent

**BEFORE THE GOVERNING BOARD OF THE
SAUSALITO MARIN CITY SCHOOL DISTRICT
MARIN COUNTY, CALIFORNIA**

In the Matter of the Reduction or) RESOLUTION NO. 762
Discontinuance of Certain)
Particular Kinds of Services for)
the 2019-2020 School Year)

WHEREAS the Board hereby finds that it is in the best interest of the SAUSALITO MARIN CITY SCHOOL DISTRICT that, as of the end of the 2018-2019 school year, certain particular kinds of services now being provided by the District be reduced or discontinued as follows:

1. Eliminate the equivalent of .75 (F.T.E.) School Psychologist;
2. Eliminate the equivalent of .75 (F.T.E.) Speech Pathologist;
3. Eliminate the equivalent of 1.0 (F.T.E.) Resource Specialist;
4. Eliminate the equivalent of .50 (F.T.E.) Special Day Class Teacher;
5. Eliminate the equivalent of .30 (F.T.E.) Special Education Director.

WHEREAS, in the opinion of the Governing Board of this District it is necessary by reason of the aforementioned reduction and discontinuance of services to decrease the number of certificated employees by the equivalent of three and one third (3.3) full-time equivalent employees for the 2019-2020 school year;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the SAUSALITO MARIN CITY SCHOOL DISTRICT that, as of the end of the 2018-2019 school year the foregoing particular kinds of services now being provided by said District be and hereby are reduced to the extent hereinabove set forth.

BE IT FURTHER RESOLVED that the District Superintendent or Superintendent's designee, be and hereby is authorized and directed to initiate and pursue procedures necessary not to reemploy the equivalent of three and one third (3.3) full time equivalent certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of said reduction and discontinuance of services.

The foregoing Resolution was adopted by the Governing Board of the SAUSALITO MARIN CITY SCHOOL DISTRICT on the 14th day of February, 2019, by the following vote:

AYES:

NOES:

ABSENT:

President, Governing Board

I, Bonnie Hough, Clerk of the Governing Board of the SAUSALITO MARIN CITY SCHOOL DISTRICT do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on February 14th, 2019.

Clerk, Governing Board

Sausalito Marin City School District

Agenda Item: 16.04

Date: ~~December 13, 2018~~
February 14, 2019 Update

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

Item Requires Board Action: Item is for Information Only:

Item: Community School Manager

Background: During the 2017-18 school year the district employed a Community School Coordinator and was funded by the California Collaborative for Educational Excellence (CCEE) with the caveat that the district would commit to future funding. During the 2017-18 school year it became apparent that the district needed further definition as to the role and function of the position. In anticipation of a needed shift, at the end of the 2017-18 school year, the district issued a layoff notice for the Coordinator position. As Bayside MLK’s needs, and the needs of a community school in general are becoming defined through input and engagement of the Community Advisory Committee (CAC), the position of Coordinator is now recommended as a management position.

Through guidance from the CCEE and with input and vetting from the CAC, the proposed Community School Manager job description is presented for approval. Administration worked with the CSEA in vetting the Manager job description and is thankful to all who have contributed to its formation. The end result was the culmination of pulling job descriptions from multiple community schools and crafting it broadly to enable flexibility for use at Bayside MLK, and to enable adaptation as the needs of the position develop. The Community School Manager will be a member of the School Leadership Team as defined in the district’s LCAP.

Advertising for the position is pending further recommendations from the CAC.

February 14, 2019 UPDATE

With further community input, and a final vetting from the Community Advisory Committee (CAC), the revised job description for the Community School Manager is presented for board approval. The notable changes involve consolidating, re-ordering and clarifying expected outcomes.

Addresses LCAP Goal(s)/Action(s): LCAP Goal 2; Actions 2, 3, and 7

Fiscal Impact: None. Position is included in the district’s 2018-19 budget and multi-year projections.

Recommendation: Approval

Sausalito Marin City School District
Classified Management Position Description
Bayside MLK Jr. Academy Community School Manager

The Sausalito Marin City School District is looking for a Community School Manager to serve its Pre K – 8 Community School. This position requires one who is capable of developing a strategy for organizing and utilizing the resources of the community to serve the students, and to assure student success. The successful candidate is able to forge partnerships between the school and community partners, has an integrated focus on academics, health, and social services, and who, through integrated management, can lead the District to improved student learning, community and family engagement, and ultimately to a vibrant and healthier community.

This is a full-time position where the initial focus will be to lead the development of a resourced and effective community school in the Sausalito Marin City School District. The community has, through its Local Control and Accountability Plan (LCAP), requested that the District create a Community School. By creating a Community School, the community and the school seeks to bring together and align essential resources to support students and their families in a safe, healthy, and culturally relevant environment. A number of viable community organizations and volunteers are involved in the school and/or operate within the District.

Primary Responsibilities:

The Community School Manager will report directly to the Principal and be evaluated annually based on a jointly defined work plan focusing on the activities outlined in the essential duties below. The Community School Manager will also supervise parent support position(s).

The Community School Manager will collaborate with school site staff and community partners to provide essential services to students and families in the District, and will:

- Implement needs-driven, high-quality programs and services in adherence with the community school model, including but not limited to: early childhood programs, expanded learned enrichment opportunities, health services, parent/family engagement, adult education, assistance and interventions targeted to chronically absent students.
- Connect children and families to key services and resources that will foster and ensure student success.
- Implement strategies to strengthen relationships with parents, partners, and community members.
- Meet with community partners to identify metrics of success for individual partnerships based on targeted student outcomes.
- Design, create, and implement the necessary evaluative tools for the work of the Community School Manager.

Resource Identification/Evaluation:

- Create and Maintain the Community Partner Database/Community Resource Map.
- Collaborate with school and district administrators to develop and manage a process for identifying priorities.
- Participate with the principal and teachers to understand student needs and gaps by grade level.
- Access, align, and match available social service interventions with the identified needs of students to close gaps.
- Vet available resources and services with input from teachers, school staff, community members, parents/guardians, and students.
- Set up and maintain records regarding the activities and work of the Community School Manager.
- Identify and recruit people and organizations willing to offer programs or services for students and families to meet needs that are not yet being met.
- Establish partnerships with people and organizations who provide needed resources and services.
- Conduct annual and ongoing evaluations of partnerships based on community school development goals and LCAP goals.
- Secure programmatic funding and submit grant proposals that will fund identified resources and needs, as well as where appropriate, seek and solicit donations of time, resources, and services to support the community school.

Sausalito Marin City School District
Board Adopted: XXXXXX

Management and Collaboration:

- Supervise and coordinate the work of the parent support position(s).
- Facilitate ongoing communication and collaboration between community partners, school and district staff, trustees, students, families, and other community stakeholders.
- In partnership with the principal, organize and facilitate convening community committees and groups.
- Develop and maintain a schedule of programs and activities offered at the school in alignment with the school's targeted goals by grade level.
- Serve on the School Site Council, ELAC, and DLAC, to ensure alignment with community school goals, objectives, and strategies.
- Participate with the instructional coach, teachers, school psychologists and community partners to develop Individual Service Plans for targeted students, including the collection and sharing of data to measure impact of interventions.
- Participate with the principal and the student services teams to support student/family referral processes.
- Participate with the principal and superintendent to manage strategic decision-making processes to support community school development, ensuring that these decisions are informed by and inclusive of community input.

Administration

- Purchase/order materials and supplies.
- Maintain accurate accounting records, reviewed quarterly.
- Maintain and monitor Community School Manager budget according to plan.

The successful candidate:

- Is a creative, organized and innovative self-starter.
- Has a high degree of cultural awareness and competency in cross-cultural practice with children and families.
- Is an excellent communicator with proven experience in collaborative meeting facilitation, problem-solving, and teambuilding, with varied cultural, economic and racial populations.
- Is knowledgeable about parameters impacting schools, community schools, and challenges faced by local educators.
- Works with a flexible schedule and is receptive to change.
- Communicates easily with various cultural, economic and racial populations.
- Develops and maintains effective systems to support the community school development process.
- Establishes and maintains cooperative working community school relationships.
- Prioritizes, plans and organizes work and systems toward set objectives with the school principal.
- Maintains and updates professional skills and knowledge.
- Operates a computer and various software applications to achieve targeted objectives.
- Prepares and maintain accurate records and files.
- Responds promptly to community, teacher, and principal requests; provide needed information, assistance, training materials and resources.
- Is passionate about community and student services, education, and schools.
- Has the ability to negotiate and mediate with students, teachers, and parents to attain win-win results.

Minimum Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Bachelor's Degree or higher preferred, in a related course of study.
- 5 years of experience as a community school manager or commensurate level of experience working with children and adults in a non-profit social service or community development organization.

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- Experience working with multiple public, private, and non-profit agencies.
- Experience working with students, families, and community members in communities with demographics similar to Marin City.
- Available to work a flexible schedule that includes evenings and some weekends.
- Valid driver's license and access to an automobile on a regular basis.

Knowledge of:

- Modern office practices and procedures.
- Safe work practices and risk management.

Communication Skills:

- Oral and written communication skills to communicate effectively with school personnel, parents/guardians, students, community groups and the general public demonstrating tact, diplomacy and sensitivity to individual and community concerns.
- Preference for ability to communicate effectively in Spanish.
- Reading comprehension skills to interpret policies, administrative regulations, laws and programs and accurately explain to others.
- Maintain confidential data.

Reasoning Ability:

- Ability to apply common sense understanding and multiple variables to carry out work.
- Ability to analyze and select from a range of procedures to initiate necessary action.
- Decision-making skills to exercise independent thinking and good judgment.
- Broad-based research skills to identify and collect appropriate data.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Regularly required to talk, hear, and see.
- Regularly required to stand, walk, and drive to communicate with partners and families in person.
- Occasionally lift and or move up to 25 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee:

- Frequently works with a computer screen for prolonged periods.
- Works with a noise level typical of an open office school-based work environment.
- Works under stressful conditions with numerous interruptions.