



**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 Special Meeting of the Board of Trustees  
Bayside Martin Luther King Jr. Academy  
200 Phillips Drive, Marin City, CA 94965**

**Monday, February 25, 2019**

4:00 p.m. Open Session – Bayside Martin Luther King Jr. Multi-Purpose Room  
4:01 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 - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 – One Case

**2.02 COLLECTIVE BARGAINING SESSION – California School Employees Association**

With respect to every item of business to be discussed in Closed Session pursuant to GC Section 3549.1 (a)

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

**4. PLEDGE OF ALLEGIANCE**

**5. REPORT OUT OF CLOSED SESSION**

**6. ORAL COMMUNICATIONS**

15 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 ajenized. 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.

**7. CORRESPONDENCE**

30 minutes

**7.01 Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget**

**7.02 District Response Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget – Attachments included in 2-14-19 board packet**

**7.03 Marin County Office of Education – Letter dated 2-14-2019 - Attachment included in item 7.01**

**7.04 School & College Legal Services - Response to Potential Breach of Contract Allegation**

**7.05 District Response to Willow Creek Academy Letter – Unsafe Facilities**

**7.06 J. VanderMolen Letter to SMCS D Board**

**7.07 Willow Creek Academy SELPA Acceptance Letter**

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

- 8. COMMITTEE REPORTS** 15 minutes
- 8.01 LCAP/Budget – Trustee Members: Turner, Van Alst
  - 8.02 Charter Oversight – Trustee Member: Hough
  - 8.03 Community School – Trustee Members: Green, Hough
  - 8.04 Facilities – Trustee Members: Green, Van Alst
  - 8.05 Collaboration – Trustee Members: Turner, Van Alst
  - 8.06 Policy – Ad Hoc (Expires June 2020) – Trustee Members: Hough, Van Alst
  - 8.07 Superintendent Committees
- 9. DISCUSSION / INFORMATION ITEMS** 20 minutes
- 9.01 English Language Learners Advisory Committee Membership Update
  - 9.02 Willow Creek Academy Response to District Preliminary Proposal-Proposition 39, 2019-2020
- 10. ACTION ITEM** 15 minutes
- 10.01 Consider Approval of the 2019-2010 Bayside MLK Jr. Academy School Calendar
  - 10.02 Consider Approval of the Superintendent Search Process and Brochure
- 11. ADJOURNMENT**



# MARIN COUNTY OFFICE OF EDUCATION

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

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

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

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).

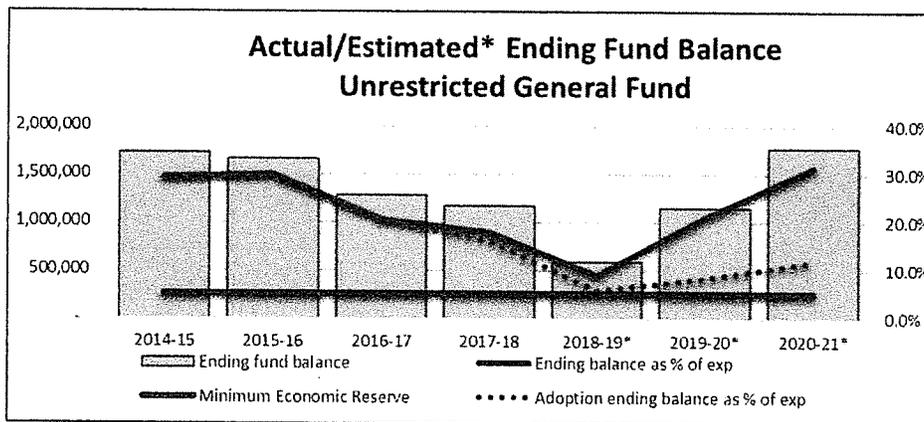
**2019-20 GOVERNOR’S BUDGET PROPOSAL**

On January 10<sup>th</sup>, 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.

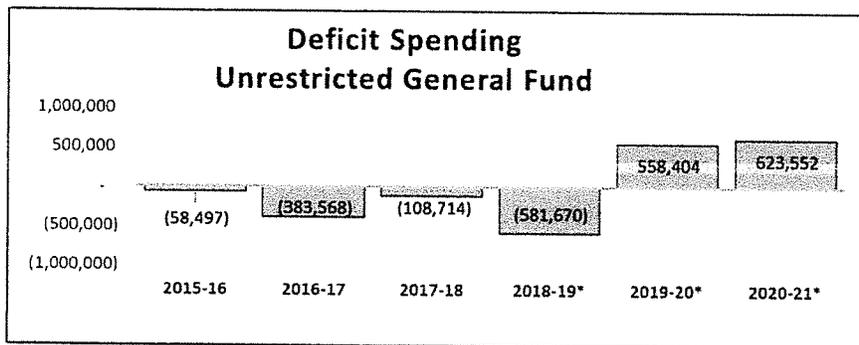
As noted above, the District must provide progress of negotiations regarding the Willow Creek MOU. In addition, the impacts of a fully negotiated and signed MOU with Willow Creek Academy shall be identified and adopted

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 17<sup>th</sup> Street - City Centre, Bakersfield, CA 93301-4533 • Telephone 661-636-4611 • Fax 661-636-4647  
755 Baywood Drive, 2<sup>nd</sup> Floor, Petaluma, CA 94954 • Telephone: 707-775-2850 • Fax: 661-636-4647 • [www.fcmat.org](http://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

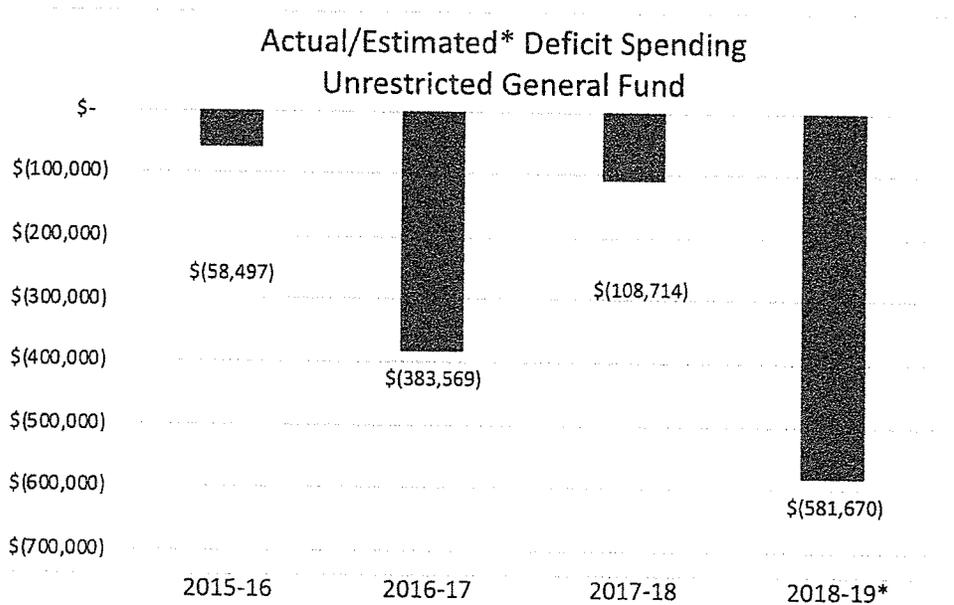
During FCMAT's review, the team found several areas of concern related to the district's fiscal solvency. They are outlined below.

## 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 ...

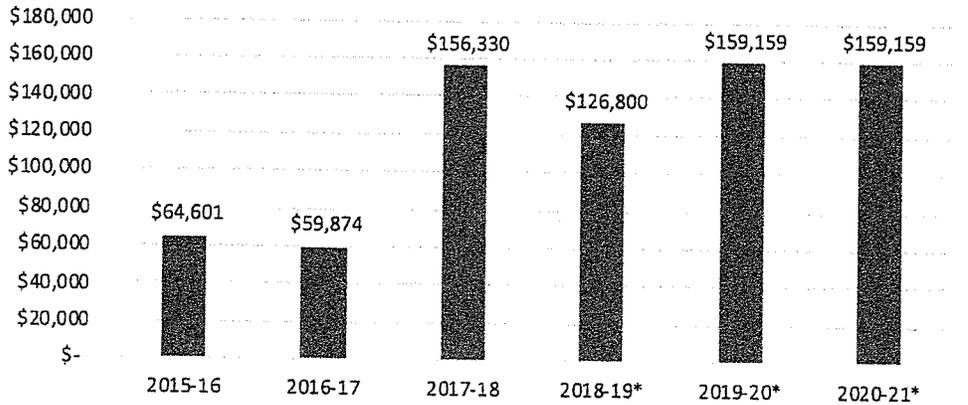
Assembly Bill (AB) 2756 (Daucher) made changes to the collective bargaining reporting language, requiring the superintendent and chief business official to certify in writing that the district can meet the costs incurred under the proposed agreement during the term of the contract. This certification 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.

### Actual/Estimated\* Unrestricted General Fund Contribution to Cafeteria 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 Greent(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.

200 Phillips Drive, Marin City, CA 94965 ~ Phone (415) 332-3190 ~ Fax (415) 332-9643  
[www.smcsl.org](http://www.smcsl.org)

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

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

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

The SMCS D 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 SMCS D 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 SMCS D's Multiyear Projections. Certificated layoff notices are set to go to the board during its February 14<sup>th</sup> 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 SMCS D provided a response to WCA's Proposition 39 Facilities Request for 2019-20. Specifically, the proposal included a prorate share facilities costs consistent with the SMCS D's budget projections included with the last three approved SMCS D budgets, including an expectation that WCA will pay for its own utilities. A copy of the SMCS D's preliminary proposal is attached.

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

The SMCS D trusts this provides an adequate response to the request for information outlined in the Marin COE's January 15, 2019 letter. The SMCS D 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 SMCS D finds it necessary to provide only incremental and relevant information as it becomes known.

Sincerely,

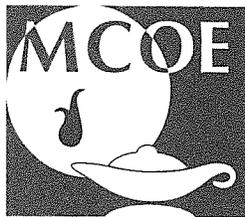


Terena Mares  
Interim Superintendent

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



---

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

February 14, 2019

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

Dear Interim Superintendent Mares,

Thank you for providing advance notice of the District's inability to completely satisfy the timelines identified in my letter to the Board President dated January 14, 2019 regarding the District's first interim budget (see attachment).

I appreciate the District sharing the information it can provide as well as an estimated timeline for further information; nonetheless, in the absence of understanding the nature of discussions with the Attorney General's Office it remains unclear why the District is not in a position to move forward with negotiations regarding the MOU with the Willow Creek Academy (WCA).

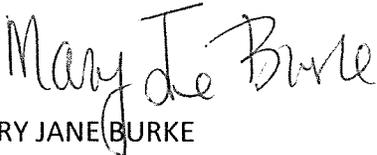
In light of this development, I expect the District's second interim report will continue to reflect steps to restore fiscal solvency and an avoidance of any new contractual agreements above and beyond legal requirements.

The timelines identified in the first interim review letter were designed to allow sufficient time to meet statutory timelines relative to expenditure reductions in the budget for 2019-20, however, the District is prepared to meet these deadlines with actions agendaized for the February 14, 2019 board meeting.

In addition, although the charter school's first interim budget was not consistent with the District's multi-year assumptions, the District's subsequent review and communications with the charter school are consistent with the recovery and restoration plan reflected in the District's multi-year projection. I encourage the District to continue to perform its due diligence to ensure the WCA school board exercises fiduciary responsibility for the charter school.

Should conditions change, as the County Superintendent of Schools, I will exercise authority as appropriate in accordance with the Education Code to ensure the District's fiscal solvency is restored.

Sincerely,

A handwritten signature in black ink that reads "Mary Jane Burke". The signature is written in a cursive, flowing style.

MARY JANE BURKE  
Marin County Superintendent of Schools

Cc: 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  
Kate Lane, Assistant Superintendent, Marin County Office of Education

Attachment



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

A Joint Powers Authority serving school and college districts throughout the state.

5350 Skylane Boulevard Santa Rosa, CA 95403 Tel: (707) 524-2690 Fax: (707) 578-0517 santarosa@sclscal.org www.sclscal.org

General Counsel Carl D. Corbin

Attorneys Ellie R. Austin Monica D. Batanero Jennifer Henry Sarah Hirschfeld-Sussman Nancy L. Klein Damara L. Moore Jennifer E. Nix Steven P. Reiner Loren W. Soukup Erin E. Stagg

Of Counsel Robert J. Henry Margaret M. Merchat Patrick C. Wilson

February 21, 2019

VIA EMAIL ONLY: igreen@smcsd.org

Ida Green, Board President Sausalito Marin City School District Governing Board 200 Phillips Drive Marin City, CA 94965

Re: Response to Potential Breach of Contract Allegation

Dear Board Member Green:

I am writing you regarding the allegation raised by Willow Creek Academy ("WCA") in its email and letter dated February 11, 2019, that Terena Mares, Interim Superintendent, is in breach of her Interim Superintendent Contract. Specifically, WCA alleges that in her letter dated January 30, 2019, Ms. Mares "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" and that Ms. Mares' contract prohibits her from participating in decisions relating to WCA's charter renewal. WCA has asked the District Governing Board to admonish Ms. Mares from continuing this course of conduct.

I disagree with the allegation made by WCA. The statements made by Ms. Mares to WCA concerning the potential material changes to WCA's Charter Petition were made in the context of the District's oversight obligations under the law. Ms. Mares' was simply informing WCA that depending on the programmatic and budgetary changes made by WCA there could be a potential material change to the WCA Charter Petition.

Ms. Mares' contract prohibits her from being involved in "Willow Creek Academy's charter renewal petition" but it does not prevent her from assisting the District with its oversight obligations of WCA. As stated above, Ms. Mares' January 30th letter was issued on behalf of the District pursuant to its oversight of WCA and therefore did not constitute a breach of her contract.

Moving forward, Ms. Mares should be permitted to continue her involvement with the oversight of WCA, including sitting on the WCA Oversight Committee. If an actual material change to WCA's Charter Petition is identified, the District Governing Board will then have to determine Ms. Mares' ongoing level of involvement.

Please contact me if you would like to discuss this matter further.

Sincerely,

Loren W. Soukup Senior Associate General Counsel

C: Terena Mares, Interim Superintendent



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 21, 2019

Dear Willow Creek Academy Board,

Subject: 2019 WCA MPR Cafeteria tables repair and replacement

This letter is in response to the cause of a student's injury on February 1, 2019, and subsequent letter from Willow Creek Academy Board Member, Marijke Smit. First, I'd like to express on behalf of the Sausalito Marin City School Board my sincere regrets that a table fell onto a WCA kindergartner, causing serious injury. This is beyond unacceptable.

I want to assure you that the safety of the district's campuses are of utmost importance. The table with the failed pocket locking system has been removed from use and each of the remaining tables were examined by staff prior to the start of the school day following the incident. Staff determine there were no other pocket locking systems which posed an immediate threat. Ms. Smit's letter notes an earlier problem with another MPR table where the legs of the table buckled and injured the foot of another child in 2016. Again, these injuries are unacceptable.

I want to assure you that the repair and replacement of the MPR tables is of extreme importance to the district. As you are aware, shortly after M&O Director, Wolf Gutscher arrived in October 2018, the district made repairs to the legs of tables that were showing wear. At that time, the pocket locking system was not detected as a possible threat of failure. Following the incident on February 1, the district moved to immediately reassess the safety of using the MPR tables entirely. Notably, the replacement of these tables was already planned for summer 2019. It's incredibly sad that a child was injured prior to replacement.

At the time of this writing, during the Mid-Winter 2019 Break (Feb 18-22), the district scheduled an expert with the pocket locking system of tables to survey existing tables for repair and to identify tables deemed unsafe. Any tables deemed unsafe or unfixable will be safely secured and prevented from use.

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

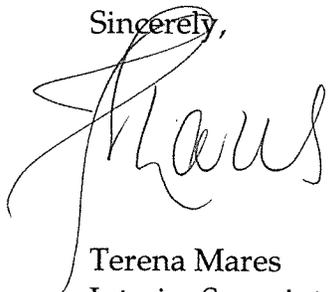
Currently, the district is moving forward with plans to replace the MPR tables. The following is a summary of product information gathered as we move forward with replacement. We hope this provides Willow Creek Academy with information related to how and when the district will replace the aged MPR tables.

- The existing Pocket Cafeteria Tables system at the WCA MPR is the Wal-Fol (Rol-Fol) brand which was discontinued 8-10 years ago.
- Interchanging from one brand to another for retrofit tables or benches into existing pockets will not work. Each brand is manufactured very specifically and the pockets and locking system will not work with any other brands, nor can the district purchase new tables and benches since the existing brand has been discontinued.
- There are currently three brands in the market that have pocket locking systems; Palmer Hamilton, Mitchell, and Nelson Adams. The existing wall cut for pocket units will work with Palmer Hamilton new pockets.

Current lead time for replacements vary from 8-12 weeks which may indicate a Summer 2019 installation, although the district is making every effort to expedite this for a replacement installation during the April 8 through 12 Spring recess.

Again, our heartfelt sympathies go out to the child and family for this terrible mishap. We wish the child well through a full recovery. We are committed to ensuring something like this never befalls another child.

Sincerely,



Terena Mares  
Interim Superintendent

Attachment: Willow Creek Academy Letter – Unsafe Facilities – 2-18-2019

CC: Sausalito Marin City School District Trustees



*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. Smit  
Willow Creek Academy Board

415.331.7530 . Fax: 415.331.1622 . [www.willowcreekacademy.org](http://www.willowcreekacademy.org)  
636 Nevada Street, Sausalito, CA 94965

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)



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 22<sup>nd</sup>. You will also be invited to observe the CEO Council and Steering meetings on May 23<sup>rd</sup>, all events taking place in San Diego.

We look forward to our partnership. Please contact Kelly Carnahan, (530) 295-2452 or [kcarnahan@edcoe.org](mailto: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  
Terna Mares, Sausalito Elementary, Charter Authorizer  
Jonathan Lenz, Marin County, Current/Geographic SELPA

Sausalito Marin City School District

Agenda Item: 9.02

Date: February 25, 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 checked="" type="checkbox"/> | Facilities                      |                          |                |
| <input 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:** WCA Response to District's Preliminary Offer of Prop 39 Facilities

**Background:** On February 1, the district provided WCA with a preliminary offer of facilities based upon their Prop 39 request, which included specific building and classroom spaces at 630 Nevada Street. The district's offer accepted their request as the basis of their facility's needs. WCA has responded by noted specifically,

"...that this information was provided in the context of the agreements and arrangements which the District and WCA have had in place for the last five years, with the understanding that WCA would be willing to accept less than the law requires as part of a comprehensive Memorandum of Understanding ("MOU") with the District.....WCA will now require a legally compliant allocation of reasonably equivalent facilities..."

WCA is therefore asserting the District's offer does not meet the "reasonably equivalent" requirement, stating "the District must provide WCA public school facilities that are "reasonably equivalent" to school facilities the students would attend if not attending WCA." The regulations define "reasonably equivalent" by way of capacity and condition. WCA further asserts that the WCA facility is "greatly inferior and thus not reasonably equivalent to the Bayside/MLK facility".

While the district questions the ADA used to determine the ADA per square footage for BMLK in the WCA letter, BMLK's ADA to square footage ratio is nevertheless significantly lower than WCA's, and the district recognizes this is, in part, the basis for determining "reasonably equivalent" under the implementing Proposition 39 regulations.

The District's next steps are to provide a response to the February 15 letter according to the implementing Proposition 39 regulations.

As the board is aware, in the absence of a successor MOU, the district's preliminary offer included an expectation for WCA to pay its own utilities and a pro rata share of maintenance costs.

**Fiscal Impact:** Unknown at this time

**Recommendation:** Information Only



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP  
THE CHARTER LAW FIRM

FEBRUARY 15, 2019

PAUL C. MINNEY ESQ.  
FOUNDER/PARTNER \* ATTORNEY AT LAW  
pminney@mycharterlaw.com

SENT VIA: EMAIL & U.S. MAIL

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

**Re: *Willow Creek Academy  
Response to District Preliminary Proposal  
Proposition 39 2019-2020***

Dear: Superintendent Mares:

Our office represents Willow Creek Academy (“WCA”); WCA is in receipt of the Sausalito Marin City School District’s (“District”) February 1, 2019 letter (“Preliminary Proposal”) regarding WCA’s request for facilities under Proposition 39 (“Prop. 39”) for the 2019-2020 school year (“Request”).

The District’s Preliminary Proposal is for exclusive use of the facility at 636 Nevada Street in Sausalito, with the exception of the RSP room and the District regional SELPA portable. The District’s Preliminary Proposal is based on a projected in-District classroom ADA of 310.84.<sup>1</sup>

Section 11969.9(g) of the Proposition 39 Implementing Regulations (the “Implementing Regulations”) requires WCA to respond to the District’s Preliminary Proposal, to express any concerns, address differences between the preliminary proposal and the charter school’s facilities request, and/or make counter proposals.

---

<sup>1</sup> The District’s description of the facilities offered appears to be a cut and paste of the information contained in the “Educational Program” section of WCA’s Prop. 39 Request, which simply provided “information on the charter school’s educational program, if any, that is relevant to assignment of facilities” as required by 5 CCR section 11969.9(c)(1)(F). It does not limit or change the facilities the law requires the District to provide to WCA. While the District has offered the space outlined in WCA’s request, WCA notes that this information was provided in the context of the agreements and arrangements which the District and WCA have had in place for the last five years, with the understanding that WCA would be willing to accept less than the law requires as part of a comprehensive Memorandum of Understanding (“MOU”) with the District. As the MOU is expiring, and District has refused to engaged in discussions to enter into a successor MOU, WCA will now require a legally compliant allocation of reasonably equivalent facilities, which will require the District to address the deficiencies noted herein.

WCA does not believe the Preliminary Proposal meets the legal requirements of Prop. 39, in part, because the Preliminary Proposal lacks sufficient information regarding the manner in which the District calculated the allocation of teaching stations, specialized classroom space, and non-teaching station space. The actual allocation of facilities is also legally insufficient, as it denies WCA a reasonably equivalent allocation of some of the facilities that are available at the comparison school, and provides WCA with a facility whose condition is significantly worse than the comparison school. Furthermore, the District's pro rata share calculation is illegal, as it includes a number of District facilities costs that WCA pays for itself, or that are related to facilities obligations that are WCA's responsibility. WCA also has concerns with the draft Facilities Use Agreement ("FUA") included with the District's Preliminary Proposal, which are included in a non-exhaustive list below.

As outlined in greater detail below, while WCA is willing to discuss an alternative agreement with the District, because numerous aspects of the Preliminary Proposal violate the requirements of Prop. 39 and the Implementing Regulations, WCA will take this opportunity to note all of its concerns with the Preliminary Proposal. This letter is not an exhaustive analysis of the legal defects of the District's Preliminary Proposal, and WCA reserves the right to expand or add to this list should litigation be necessary to enforce WCA's rights under Prop. 39.

#### **The Condition of the Facilities Allocated to WCA Is Not Reasonably Equivalent**

As you are aware, under Prop. 39 and the State Board of Education's Implementing Regulations the District must provide WCA public school facilities that are "reasonably equivalent" to school facilities the students would attend if not attending WCA. The Implementing Regulations define "reasonably equivalency" by way of *capacity* and *condition*.

When making an allocation of facilities, a district must determine whether the facility it proposes to allocate is reasonably equivalent by determining whether the condition of facilities provided to a charter school is reasonably equivalent to the condition of comparison group schools. Pursuant to 5 CCR section 11969.3(c), the District must assess "such factors as age (from latest modernization), quality of materials, and state of maintenance." The District must also assess the following factors:

1. School site size;
2. The condition of interior and exterior surfaces;
3. The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes;
4. The availability and condition of technology infrastructure;
5. The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use;
6. The condition of the facility's furnishings and equipment; and
7. The condition of athletic fields and/or play area space.

A failure to consider even one of these factors has resulted in a court determination that a school district violated Prop. 39. (*Bullis Charter School v. Los Altos School District* (2009) 200 Cal. App. 4th 1022.) It is clear from the Preliminary Proposal that the District did not perform the



legally required analysis of the condition of the proposed site as compared to the District's other school campus.

Had the District actually performed an analysis of the condition of the WCA campus and the Bayside/MLK campus, this analysis would have demonstrated that the condition of the WCA campus is greatly inferior and thus not reasonably equivalent to the Bayside/MLK facility (i.e., the District's comparison school site).

Specifically, the Bayside/MLK campus was newly constructed in 2006 - 2008 and opened in 2009. In 2013, three additional state-of-the-art classrooms and a playground were added to the campus. We are also aware that the Bayside/MLK portables on site were recently replaced. Other recent upgrades made in the past year include a new library and a new school-wide Audio-Visual system, which includes ceiling projectors, speakers and screens. The January 2019 facilities inspection of campus resulted in a classification of the condition of the facility as "Excellent," with an overall score of 95.9.

By contrast, the WCA campus is decades old, with some buildings in excess of 40 years of age, and is in urgent need of major repairs. The exteriors of all buildings on campus are in disrepair, with metastatic wet rot in most areas of the upper campus. This wet rot is also compromising the structural integrity of all connected structures on the upper campus. This creates an immediate health and safety threat related to mold, and a medium-term issue related to disintegration of the building envelope. Furthermore, as the result of water intrusion in the roof, numerous ceiling tiles have fallen down or are about to fall, or have become moldy and stained as a result of water intrusion. Water also pools in the library and elsewhere during any significant rainfall.

There are also serious issues with the electrical system on the campus, with insufficient outlets, insufficient voltage, and exposed wires, outlets and extension cords. In addition, wall coverings are peeling all over campus, water fountains do not work, lighting fixtures are falling off the ceiling, and fire extinguishers are not properly serviced. Moreover, there are major potholes in the upper parking lot access driveway and major drainage problems on the one outdoor playing field on the campus.

The District has not responded to repeated and urgent requests from WCA, made over a period of years, to replace equipment that poses a clear and present danger to the students. For example, the modular tables in the multi-purpose room, which we estimate date from the 1980s, are rapidly deteriorating. WCA leadership has repeatedly identified these to the District for several years as a safety hazard. Two years ago, a student's foot was broken by a design flaw in the table. Within the last two weeks, a kindergarten student was nearly crushed when a table's locking mechanism failed and the table, which had been stored in wall, fell on the student. The student was taken by ambulance to the emergency room with a head laceration, but the outcome could have been much worse if not for the heroic efforts of a nearby parent.

A January 2019 inspection by the District's facilities director classified the condition of the campus as a whole as "Fair", with an overall score of 89. The report concluded: "the school



is not in good repair. Some deficiencies note[d] are critical and widespread."

Because the Preliminary Proposal does not assess all of the factors required by the Implementing Regulations, the District has not complied with 5 CCR section 11969.3(c). In addition, given what WCA is able to determine from reviewing the condition of its own facilities, as well as a review of publicly available documents regarding the condition of the Bayside/MLK facility, it appears clear that an assessment of the condition of the two facilities will reveal that the condition of the Bayside/MLK facility is far superior to the WCA campus and thus the District cannot allocate the Nevada Street facility to WCA without making substantial improvements to the facility to make it reasonably equivalent to Bayside/MLK.

**Allocation of Teaching Station: The District has Failed to Allocate Reasonably Equivalent Teaching Stations**

All California public school students are entitled to learn in a classroom that is safe, that is not crowded with too many students, and that is conducive to a supportive learning environment. In accordance with the Implementing Regulations, the District must provide a facility to the Charter School with the same ratio of teaching stations to average daily attendance ("ADA") as those provided to students in the comparison group of schools, as well as a proportionate share of specialized classroom space and non-teaching space, and are to be allocated at each grade level consistent with the ratios provided by the District to its students. (5 CCR section 11969.3(b)(1).)

To determine the number of teaching stations to be allocated to a Charter School, a school district must follow a three-step process, as explained by the California Supreme Court in *California Charter Schools Association v. Los Angeles Unified School District* (2015) 60 Cal. 4th 1221 ("CCSA v. LAUSD"):

"First, the district must identify comparison group schools as section 11969.3(a) prescribes. Second, the district must count the number of classrooms in the comparison group schools using the section 1859.31 inventory and then adjust those classrooms 'provided to' students in the comparison group schools. Third, the district must use the resulting number as the denominator in the ADA/classroom ratio for allocating classrooms to charter schools based on their projected ADA." (*Id.*, p. 1241.)

The District's capacity analysis must be based on the capacity and ADA projected for the same fiscal year as the request year. (*Id.* at 1238.) In calculating the number of classrooms that the District will make available to the Charter School, the District must count the number of classrooms in the comparison group schools and cannot use districtwide norming ratios. (*Id.* at 1236.)

Under Section 11969.3(b)(1), "[t]he number of teaching stations (classrooms) shall be determined using the classroom inventory prepared pursuant to California Code of Regulations,



title 2, section 1859.31, adjusted to exclude classrooms identified as interim housing.” Classrooms shall be provided “in the same ratio of teaching stations (classrooms) to ADA as those provided to students in the school district attending comparison group schools.” (*Id.*) As the number of classrooms provided to students varies by grade range in order to meet the age-appropriate facilities needs of students in each grade range, the number of classrooms should be counted at each grade range (K, 1-3, and 4-5). In addition, there is no such thing as a fractional classroom for a single grade level of students thus fractional classrooms must be rounded up to maintain reasonably equivalency.

In the *CCSA v. LAUSD* case, the Court explained further that classrooms used for preschool or adult education, or by other charter schools, are not counted as classrooms provided to the District’s non-charter K-12 public school students. (*CCSA v. LAUSD, supra*, at 1240.) However, the Court held that “counting classrooms ‘provided to’ district students for the purposes of section 11969.3(b)(1) is not the same as counting only those rooms a district elects to staff with a teacher.” (*Id.* at 1241.) The Court reasoned that “[c]ounting only those classrooms staffed by an assigned teacher would effectively impute to charter schools the same staffing decisions made by the District. But there is no reason to think a charter school would necessarily use classrooms in the same way that the District does.” (*Id.*)

On a practical level, even if certain rooms are not used for classroom instruction, students nonetheless benefit from these additional rooms, either in the form of having additional space to use for break out instruction or storage, or in having less crowded classrooms. Thus, the District is required by the Supreme Court’s ruling to count all of the classrooms provided to students in the District for classroom instruction regardless of whether the classrooms are staffed by teachers or not, and use the resulting number as the denominator in the ADA/classroom ratio for allocating classrooms to charter schools based on their projected ADA.

To find the numerator in the ADA/classroom ratio, the District must therefore determine the comparison school’s ADA “using projections for the *fiscal year* and grade levels for which facilities are requested.” (5 CCR section 11969.3(b)(1) [*emphasis added*].) The District must then arrive at an average ADA/classroom ratio for the comparison school, and apply this to the Charter School’s projected ADA to arrive at the Charter School’s allocation of teaching stations.

The District has failed to perform the required analysis in the Preliminary Proposal.

The District’s current enrollment at Bayside/MLK appears to be 108 students.<sup>2</sup> We have conservatively assumed that the District’s attendance rate is 96%, even though the average attendance rate for Bayside/MLK is lower. Thus, the estimated current ADA for Bayside/MLK is 103.68. We will use this estimate for our calculation.

---

<sup>2</sup> See video of District Board meeting, January 10, 2019. We note that 18 of these students are out of District students attending Bayside/MLK through inter-district transfers. As such, almost 17% of the students at Bayside/MLK are not District residents.



According to the facilities documents provided on the District's website, the Bayside/MLK site has 14 total classrooms on the school site (see attached Exhibit A). As the Bayview/MLK website indicates that nine (9) of the rooms are used for general instruction, and four (4) are used for art, music and special education instruction, we have assumed that ten (10) of the teaching stations on the site are either used for general instruction or are unassigned, and thus must be counted in the teaching station to ADA ratio.

As a result, the teaching station to ADA ratio at Bayside/MLK is  $103.68 \div 10 = 10.37$ .

Applied to WCA's projected in-District ADA of 310.84, WCA would be entitled to 29.97, or **thirty (30) teaching stations**. The District's Preliminary Offer allocates eighteen (18) teaching stations to WCA, twelve (12) fewer than should be allocated, and thus fails to allocate a reasonably equivalent number of teaching stations as required by Prop. 39.

### **Allocations of Specialized Classroom Space and Non-Teaching Station Space is Not Reasonably Equivalent**

WCA is entitled to reasonable allocations of specialized and non-teaching station space pursuant to 5 CCR section 11969.3(b)(2)-(3). 5 CCR section 11969.3(b)(2) requires that if a school district includes specialized classroom space, such as science laboratories, in its classroom inventory, the Proposition 39 offer of facilities provided to a charter school shall include a share of the specialized classroom space. The Preliminary Proposal must include "a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space," and "the amount of specialized classroom space allocated and/or the access to specialized classroom space provided shall be determined based on three factors:

1. The grade levels of the charter school's in-district students;
2. The charter school's total in-district classroom ADA; and
3. The per-student amount of specialized classroom space in the comparison group schools.<sup>3</sup>

As such, the District must allocate specialized classroom space, such as science laboratories, art rooms, computer rooms, music rooms, etc. commensurate with the in-District classroom ADA of WCA. The allocated site must include all of the specialized classroom space included across all of the different grade levels. The District may not include facilities installed and paid for by WCA in its analysis. (*Bullis*, supra, 200 Cal. App. 4th at 1059.)

In addition, the District must provide non-teaching station space commensurate with the in-District classroom ADA of WCA and the per-student amount of non-teaching station space in the comparison group schools. (5 CCR section 11969.3(b)(3).) Non-teaching space is all of the remainder of space at the comparison school that is not identified as teaching station space or specialized space and includes, but is not limited to, administrative space, a kitchen/cafeteria, a

---

<sup>3</sup> 5 CCR section 11969.3(b)(2) and section 11969.9(f). (See also *Bullis*, supra, and *California School Bds. Assn. v. State Bd. of Education*, 191 Cal. App. 4th 530.)



multi-purpose room, a library, a staff lounge, a copy room, storage space, bathrooms, a parent meeting room, special education space, nurse's office, RSP space, and play area/athletic space, including gymnasiums, athletic fields, locker rooms, and pools or tennis courts. (5 CCR section 11969.3(b)(3).)

In other words, the allocation of specialized teaching space and non-teaching space is based on an analysis of the square footage of each category of space available to students at the comparison schools (i.e., "the per-student amount of specialized classroom space in the comparison group schools"). (5 CCR section 11969.3(b)(2)(C).) Moreover, just because one kind of specialized classroom or non-teaching station space is not available at all the comparison schools, the District may not fail to provide an allocation of that kind of space (especially here, where the District averaged the specialized classroom and non-teaching station space over all the comparison schools). Instead:

"[W]hile a Proposition 39 analysis does not necessarily compel a school district to allocate and provide to a charter school each and every particular room or other facility available to the comparison group schools, it must at least account for the comparison schools' facilities in its proposal. A determination of reasonable equivalence can be made only if facilities made available to the students attending the comparison schools are listed and considered. And while mathematical exactitude is not required (cf. *Sequoia, supra*, 112 Cal.App.4th at p. 196 [charter school need not provide enrollment projections with "arithmetical precision"]), a Proposition 39 facilities offer must present a good faith attempt to identify and quantify the facilities available to the schools in the comparison group--and in particular the three categories of facilities specified in *regulation 11969.3, subdivision (b)* (i.e., teaching stations, specialized classroom space, and non-teaching station space)--in order to determine the "reasonably equivalent" facilities that must be offered and provided to a charter school."

(*Bullis, supra*, 200 Cal.App.4th 296, 336.)

Therefore, according to the Implementing Regulations, the allocation of specialized teaching space and non-teaching space is based on an analysis of the square footage of these types of space available to students at the comparison schools (specifically, "the per-student amount" of specialized classroom space/non-teaching station space in the comparison group schools"). (5 CCR section 11969.3(b)(2) and (3).)

Based on WCA's review of publicly available information as described above, WCA estimates it is entitled to the following allocation of specialized and non-teaching station spaces:



**Square Footage of Specialized Classroom and Non-teaching Station Space at Bayside/MLK**

	<b>Bayview/MLK Facility Square Footage</b>	<b>Square Feet/ADA</b>	<b>Prop. 39 Required Allocation of Square Feet</b>
<b>ADA</b>	103.68		
<b>MPR Space</b>	6,019	58.05	18,045.39
<b>Library Space</b>	1,221	11.78	3,660.64
<b>Administrative Space</b>	4,461	43.03	13,374.39
<b>Restroom Space</b>	1,429	13.78	4,284.24

**Square Footage of Space at WCA Campus Compared to Required Allocation**

	<b>WCA Facility Square Footage</b>	<b>Current Square Feet/ADA</b>	<b>Prop. 39 Required Allocation of Square Feet</b>	<b>Difference between Allocated and Required Space</b>
<b>ADA</b>	310.84			
<b>MPR Space</b>	2,365.21	7.84	18,045.39	-15,680.18
<b>Library Space</b>	2,549	8.44	3,660.64	-1,111.64
<b>Administrative Space</b>	5,744.47	19.03	13,374.39	-7,629.92
<b>Restroom Space</b>	1,123.94	3.72	4,284.24	-3,160.30

As set forth in the above tables, WCA determined it is entitled to an allocation of at least an additional 15,680.18 square feet of Multi-Purpose Room space, 1,111.64 square feet of Library space, 7,629.92 square feet of Administrative space, and 3,160.30 square feet of Restroom space. As such, the District's Preliminary Offer does provide a reasonably equivalent allocation of facilities and does not comply with Prop. 39 and the Regulations.

**Pro Rata Share Calculation**

WCA is concerned that the District is improperly calculating the pro rata share to be charged to WCA.

The Prop. 39 Implementing Regulations set forth the detailed methodology for calculating the pro rata share, which is defined as "a per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund, as defined in sections 11969.2(f) and (g) and hereinafter referred to as "unrestricted general fund revenues," divided by the total space of the school district times (2) the amount of space allocated by the school district to the charter school." (5 CCR section 11969.7.)

5 CCR section 11969.7 also states "facilities costs includes: (1) contributions from unrestricted general fund revenues to the school district's Ongoing and Major Maintenance



Account (Education Code section 17070.75), Routine Restricted Maintenance Account (Education Code section 17014), and/or deferred maintenance fund; (2) costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund; (3) costs paid from unrestricted general fund revenue for replacement of facilities-related furnishings and equipment, that have not been included in paragraphs (1) and (2), according to school district schedules and practices"; and (4) debt service costs. Facilities costs "do not include any costs that are paid by the charter school, including, but not limited to, costs associated with ongoing operations and maintenance and the costs of any tangible items adjusted in keeping with a customary depreciation schedule for each item." (Emphasis added.)

The Implementing Regulations provides that "[t]he ongoing operations and maintenance of facilities and furnishings and equipment is the responsibility of the charter school. Projects eligible to be included in the school district deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the school district in accordance with school district schedules and practices, shall remain the responsibility of the school district." (5 CCR section 11969.4(b).) (Emphasis added.)

Thus, the pro rata share calculation may not include any District facilities costs for ongoing operations and maintenance (as these costs are costs that are incurred by WCA under the law), just major and deferred maintenance costs.

The Facilities Use Agreement which accompanied the Preliminary Proposal is entirely opaque as to how the District proposes to divide maintenance responsibilities on the campus. However, Section 3.A and 3.D appear to contemplate that the District will do all of the maintenance on the campus and WCA will be responsible for the custodial services.

The District's Preliminary Proposal provides a spreadsheet with two possible pro rata share calculations, one with WCA remaining as a school of the District for special education purposes, and the other with WCA as its own special education local educational agency.

The District includes five categories of costs in its pro rata share calculation: "Classified Staff," "Employee Benefits," "Supplies," "Operating Expenses," "Facility Lease Payments," and "Deferred Maintenance," for a total of \$522,742 in claimed facilities costs.

However, as noted above, WCA is entitled to perform the ongoing operations and maintenance on its campus, which includes custodial services, and the District may only perform the major and deferred maintenance. It is WCA's understanding that the District maintains only three maintenance-related employees, and does not perform any of the major maintenance on its site – rather, it contracts with outside vendors to perform major maintenance.

As such, none of the District's costs associated with its Custodial/Maintenance/Grounds/Driver Staff may be included in the pro rata share, nor may operating expenses or supplies.



WCA also questions the District's \$195,600 in "Facility Lease Payments." The District owns only two facilities, Bayside/MLK and WCA, and operates its offices out of the Bayside/MLK site, and all portables on both sites are old and, we believe, owned by the District. Thus, WCA requests additional information regarding these expenditures, including supporting documentation for these lease costs.

**Facilities Use Agreement**

Many of the terms contained in the Facilities Use Agreement ("FUA") attached to the Preliminary Proposal are acceptable to WCA. However, WCA has attached a redlined version of the FUA with several non-exhaustive proposed changes to the FUA, with the understanding that WCA may have additional proposed changes when the parties actually negotiate the terms of the FUA. In addition, when the District addresses the shortage of classrooms, specialized and nonteaching station space, as well as the deficiencies in the condition of the facilities, further revisions of the FUA may be necessary.

**Proposed Agreement**

As noted, WCA's willingness to accept facilities that do not meet the legal standard for reasonable equivalence was part of a larger agreement, reflected in the soon-to-expire Memorandum of Understanding, that equitably allocated the District's resources between the two public schools. The District has now made clear that it does not intend to renew that MOU and, in fact, intends to share none of the roughly \$3.4 million in excess revenue (mainly from local taxes) with the 80% of District students who attend WCA. The District has also made clear that it intends to impose maximum legal charges for goods and services, and it refuses to discuss alternative approaches with WCA. So long as that remains the District's position, WCA's position will be that the District must strictly comply with Proposition 39.

As you know, however, WCA has conditionally proposed a conceptual framework for the comprehensive allocation of resources, which includes a facilities component. Should the District accept that framework as the basis for a comprehensive agreement going forward, WCA will engage in good faith discussions that would include some flexibility with respect the requirements of Proposition 39.

\* \* \*

WCA looks forward to working with the District to revise and update the District's offer of facilities to address the concerns outlined above, in order to find a workable solution to WCA's facilities needs, and to review and negotiate the terms of the Facilities Use Agreement. WCA is hopeful that the parties can work together to address these issues so litigation will not be necessary to enforce WCA's rights under the law.



*Re: Willow Creek Academy's Response to District's Proposition 39 Preliminary Proposal*  
*February 15, 2019*  
*Page 11 of 11*

Please do not hesitate to call me if you have any questions.

Sincerely,  
LAW OFFICES OF YOUNG  
MINNEY & CORR, LLP



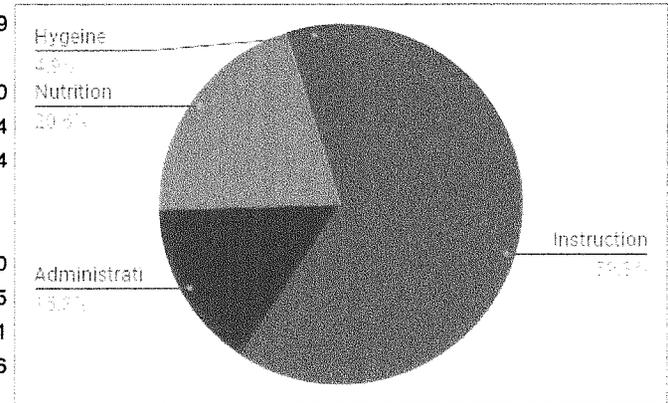
**PAUL C. MINNEY**  
ATTORNEY AT LAW

Cc: Sausalito Marin City School District Board of Trustees



# EXHIBIT A

Bayside MLK Academy	Building	Rooms	Purpose	Square Footage	Totals
	Main Building (21,621)	6 Classrooms	Instruction	6829	Instruction 17330
		Offices	Administration	4380	Administration 4461
		Library	Instruction	1221	Nutrition 6019
		Restrooms	Hygeine	960	Hygeine 1429
		Multipurpose Room	Nutrition	6019	Grand Total 29239
	Modulars (4480)	Total		19409	
		4 Classrooms	Instruction	4480	
		Restrooms	Hygeine	334	
	Portables (4800)	Total		4814	
		4 Classrooms	Instruction	4800	
Restrooms		Hygeine	135		
1 Office		Administration	81		
Total		5016			
Grand Total			29239		
			30,901		
	Annex		Storage	7600	



**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.~~

B. This Agreement shall terminate on June 30, 2020.

C. Furnishings and Equipment.

**Commented [A1]:** Under Proposition 39 (5 CCR §11969.9(k), the District must remain responsible for compliance with applicable law including, but not limited to, ADA, FEHA, building codes, local zoning, etc. Therefore, Section 1.B will need to be revised or deleted as WCA does not agree to take the facility in “as-is” condition.

District shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. section 11969.2. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of its occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced in accordance with District schedules and practices.

**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 shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have use of the Premises, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131, et seq.) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance, with respect to the Premises only, the Charter School governance council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. District shall forward all Civic Center Act requests it receives for use of the Premises to the Charter School. Charter School shall provide District with notice of all Civic Center Act applicants and District shall have final approval over Civic Center Act uses. All proceeds derived from the use of the Premises pursuant to the Civic Center Act, above and beyond actual and documented amounts paid by the Charter School to restore the Premises to~~

the condition prior to community use, after community use under the Civic Center Act shall be the property of the District and shall be forwarded to the District within five (5) business days of receipt by the Charter School, in the form of a check, with supporting documentation included. 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.~~
- ~~D. 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.~~
- E. Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities is the responsibility of the Charter School. This includes, but is not limited to, grounds keeping and custodial functions. The Charter School shall ensure that the lawn is mowed and maintained in safe and usable condition. Additionally, the Charter School shall be responsible for maintaining the existing landscaping (including maintenance of shrubs, bushes and trees).

Major maintenance and projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and in accordance with District schedules and practices shall remain the responsibility of

the District. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582.

- 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, which shall not be unreasonably withheld. 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.**

The District is not aware of any defect in or condition of the Premises that would prevent

their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Premises during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Premises, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, environmental conditions that existed prior to the Charter School's occupancy of the Premises that were not not exacerbated by the Charter School's negligence or willful misconduct and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by the Charter School. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Premises, to the satisfaction of District and any governmental agencies having jurisdiction over the Premises or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School. 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. Damage and Destruction of Facilities.**

Partial Damage. If the Premises is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Premises shall be restored as quickly as possible provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Premises. The District shall provide the Charter School temporary housing on the Premises, or another school site that is near to the Premises for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

Total Destruction. If the Premises is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Premises cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District will comply with Proposition 39 and provide a school facility to the Charter School as soon as possible so as to avoid any interruption in the educational program of the Charter School.

**10.11. 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, except that insurance through a Joint Powers authority shall be sufficient, and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company ~~to both parties~~ Charter School before cancellation or change in the coverage, scope, or amount. Charter School will provide copies of any such notice to the District within five (5) days of receipt. 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

**Commented [A2]:** Insurance companies are now refusing to provide cancellation notice to additional insureds.

coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.

**44.12. HOLD HARMLESS**

Commented [A3]: Prop. 39 requires reciprocal indemnification.

With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises after the Effective Date, arising from, or in connection with, the Charter School's use of the Premises or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Premises. Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises after the Effective Date, arising from, or in connection with, the District's use of the Premises or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Premises. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. 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.~~

**12.13. 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.

**13.14. DEFAULTS, REMEDIES.**

- A. Charter School's Material Breach and Default. The occurrence of any one of the following events shall be considered a material breach and default of this Agreement by Charter School:
  - 1. Any failure by Charter School to make payments required to be paid hereunder (where such failure continues for thirty (30) days after receipt of written notice by District to Charter School);
  - 2. The complete abandonment or vacation of the entire Site by Charter School (where such failure continues for thirty (30) days after receipt of written notice by District to Charter School);
  - 3. A failure by Charter School to observe and perform any other provision of this Agreement to be observed or performed by Charter School, where such failure continues for thirty (30) days after receipt of written notice thereof by District to Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion;

4. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or of 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); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Site or of Charter School's interest in this Agreement, where possession is not restored to Charter School within 30 days; or the attachment execution or other judicial seizure of substantially all of Charter School's assets located at the Site or of Charter School's interest in this Agreement, where such seizure is not discharged within 30 days.

**B. Remedies for District.**

If the Charter School commits a material breach and default, then District may exercise any right or remedy at law or in equity which District may have by reason of such default or breach.

**C. Material Breach and Default by District.**

District shall not be in material breach and default unless District fails to perform obligations required of District within a reasonable time, but in no event later than 30 days after receipt of written notice by Charter School to District specifying wherein District has failed to perform such obligations; provided however, that if the nature of District's obligation is such that more than 30 days are required for performance, then District shall not be in default if District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**D. Remedies for Charter School.**

If the District commits a material breach and default, then Charter School may exercise any right or remedy at law or in equity which Charter School may have by reason of such default or breach. ~~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.~~

#### **2.1. 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.

#### **3.2. 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.

#### **4.3. 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, with regards to its~~ 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.

**5.4. 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

**6.5. 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.

**7.6. 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.

**8.7. 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.

**9.8. 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.

**10.9. Corporate Authority.**

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

**11.10. 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

Sausalito Marin City School District

BY:

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

Date: \_\_\_\_\_, 2019

Willow Creek Academy Charter  
School

BY:

\_\_\_\_\_  
President, Board of Directors,  
Willow Creek Academy Charter  
School

# Sausalito Marin City School District | 2019-2020 Calendar

**Staff Development/Teacher Work Days**   **Holidays**   **Local Holiday**   **Minimum Day**

JULY 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	11	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Independence Day

JANUARY 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 New Year's Day Holiday  
1-3 Winter Break  
6 Students Return  
20 M.L. King Jr. Day

19 Student days

AUGUST 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21 Classified Work Day  
22 First Day of School  
22 Minimum Day

9 Class. Days; 8 Student Days

FEBRUARY 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

17 Presidents' Day  
17-21 Mid-Winter Break  
21 Lincoln's Day

15 Student days

SEPTEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day  
Back to School Night

19 Student days

MARCH 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 End of 2<sup>nd</sup> Trimester  
26-27 Parent Conferences/  
Minimum Days

22 Student days

OCTOBER 2019						
S	M	T	W	Th	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

10-11 Parent Conferences/  
Minimum Days

31 Minimum Day

23 Student days

APRIL 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6-10 Spring Break  
10 Classified In Lieu Day

17 Student days

NOVEMBER 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11 Veterans Day  
15 End of 1<sup>st</sup> Trimester  
25-29 Thanksgiving Recess  
28 Thanksgiving  
29 Local Holiday

15 Student days

May 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22 Open House  
25 Memorial Day

19 Student days

DECEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-31 Winter Break  
20 Minimum Day  
24 Local Holiday  
25 Holiday  
30 Class. In-Lieu Day  
31 Local Holiday

15 Student days

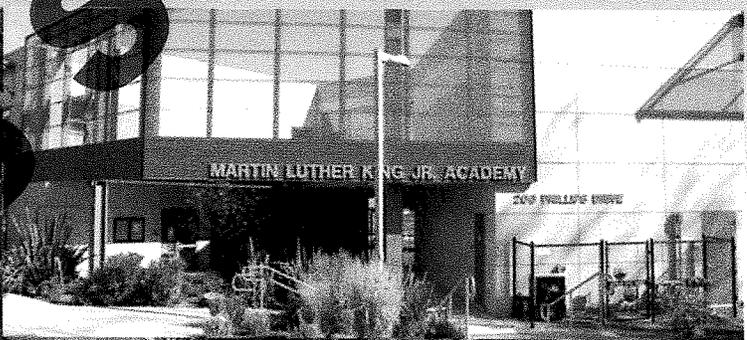
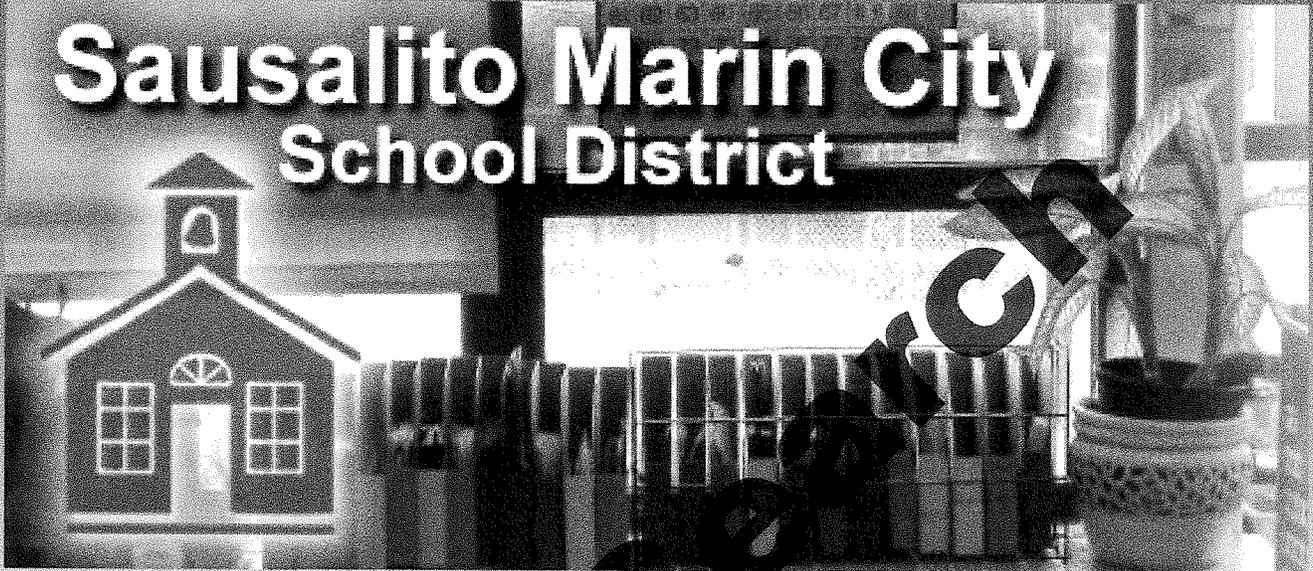
JUNE 2020						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11 Last Day of School/  
Minimum Day  
End of 3<sup>rd</sup> Trimester

9 Student Days

*An Invitation to Apply for the Position of  
Superintendent*

**Sausalito Marin City  
School District**



***Sausalito & Marin City, California***

# The Position

The Sausalito Marin City School District, Marin City, California, Board of Trustees is seeking a highly qualified and fully certified superintendent of schools. The Board wishes to have the successful candidate assume the responsibilities of the position August 1, 2016.

McPherson & Jacobson, L.L.C., Executive Recruitment and Development, in collaboration with the California School Boards Association, has been engaged as the consultant in a search for outstanding candidates. They will assist the board of trustees in identifying and screening the candidates.

## The Qualifications

The candidate must have the background, skills, and abilities essential for excellence in educational leadership. The board recognizes that selecting a superintendent is one of the most important decisions it will make. The board has identified the following desired characteristics:

- A competent inspirational, and visionary leader who can create a climate of trust and mutual respect with staff and community. A person who has the ability to connect, inspire, and listen to the needs of the district, schools, community, and work with an engaged political environment.
- A passionate leader committed to all students who is experienced with the needs of special education students, and has worked and been successful with minority students and communities, and has had experience with Charter schools.
- An optimistic experienced school leader who articulates a clear vision; who is collaborative, flexible, a good listener and a creative problem solver; who is able to motivate others and can think “outside the box”.
- A person who fosters and builds caring relationships with the community, parents and staff by embracing diversity, building teamwork, and respecting the role and relationship with the Board of Trustees.
- An effective communicator with written, oral, and 21st Century technology skills. This person must be transparent and visible to the school and community; be inclusive, approachable, and friendly; and be courageous and open to hear opinions from all stakeholders.
- An ethical leader who models high expectations for self, staff, and students and possesses the personal characteristics of honesty, integrity, dependability, humor, loyalty and with a strong work ethic.
- A leader who possesses experience and knowledge in the areas of budget development and fiscal oversight, K-8 curriculum, instruction assessment, technology and professional development. A person who can sustain effective programs and implement new programs to improve student learning and search for grants to provide additional resources for students and staff.



# The District

District website <http://www.smcsd.org>



The Sausalito Marin City School District is a Basic Aid District comprised of two public K-8 schools, with a traditional school, Bayside Martin Luther King Jr. Academy, in Marin City a charter school, Willow Creek Academy, in Sausalito. Currently, Bayside MLK has about 143 students, primarily from Marin City with a 90% unduplicated count and Willow Creek Academy has 377 students,

with 150 students from Sausalito, 135 from Marin City and 89 students from outside the District, and a 53% unduplicated count.

The Bayside MLK Jr. campus is comprised of new buildings, constructed in 2010 and 2013, on an 11 acre site that also includes several portable buildings for art, special education, the after school program and a preschool. The Willow Creek Academy campus is comprised of primarily older construction, primarily from the 1970's to 1990's that also includes several portables for the kindergarten grades, the afterschool program and special education. A school bond is scheduled to be on the November 2016 ballot for the District.

The school district enjoys strong community partnerships and seeks to sustain effective integrated programs utilizing a community schools approach. The community provides students with the services of volunteer tutors and mentors every day. Our students move into the 9th grade within the Tamalpais Union High School District.



# The Community



The city of Sausalito is located on San Francisco Bay and its unincorporated neighbor, Marin City is located next to Sausalito in southern Marin County with a total Marin County population of 255,000. We are located minutes away from the Golden Gate Bridge and the city of San Francisco. Sausalito and Marin City are bounded by the protected spaces of the Golden Gate National Recreation area, with many miles of hiking trails and nature preserves that include the Marin Headlands area, Muir Woods and Stinson Beach. Sausalito has just over 7,000 residents, while Marin City has a population close to 3,000.

The Bay area is host to many large and small employers, including Bechtel, California Pacific Medical Center, the Deloitte accounting firm, and numerous tech companies, universities as well as the San Francisco Financial District. Several representatives of the technology industry, such as Autodesk and Bio Marin Pharmaceutical, have offices in Marin County as well as Fireman's Fund headquarters.

In addition to Marin General Hospital in southern Marin County, the Kaiser Medical Foundation maintains extensive medical facilities in San Rafael, less than 6 miles away.

Marin County offers a host of open space preserves, theaters and performance centers, as well as easy access to San Francisco and its world class museums, orchestras and theaters. There are golf clubs nearby and numerous other facilities in the area that offer opportunities for swimming, tennis, etc.

UC Berkeley, California State University in San Francisco, Stanford University, Marin Junior College are close as well as UC San Francisco and number of private and public universities in the area offer endless opportunities for higher education.