



SAUSALITO MARIN CITY SCHOOL DISTRICT

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

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

Thursday, October 24, 2013

5:30 p.m. Open Session – Bayside/Martin Luther King School Conference Room
5:31 p.m. Closed Session – Bayside/Martin Luther King School Conference Room
6:00 p.m. Open Session – Bayside/Martin Luther King School Library

I. OPEN SESSION – Call to Order

II. CLOSED SESSION – AGENDA

- Personnel
- Superintendent's Preliminary Goals

OPEN SESSION AGENDA

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

PLEDGE OF ALLEGIANCE

1. AGENDA REORGANIZATION/APPROVAL

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

2. BOARD COMMUNICATIONS

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

3. CORRESPONDENCE

- 3.01** School Activity Calendars, Schedules and Events
- 3.02** Rotary Club Mini Grants for District Teachers
- 3.03** Marin Community Foundation Arts Grant

4. REPORTS

- 4.01** SMCTA Report
- 4.02** CSEA Report
- 4.03** Superintendent's Report–Steve Van Zant
- 4.04** Principal's Report–Daniel Norbutas
- 4.05** Willow Creek Academy
- 4.06** Art Instruction Report–Ellen Franz

5. ORAL COMMUNICATIONS

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

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

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

6. GENERAL FUNCTIONS

- 6.01** Consent agenda: *6.02, *6.03, *6.04, *9.06, *10.03
- *6.02** Memorandum of Understanding with Loyola Marymount University
- *6.03** Williams Quarterly Report
- *6.04** Minutes of Board Meeting, September 26, 2013
- 6.05** Construction Update
- 6.06** Annex Building

7. PUPIL SERVICES

8. PERSONNEL

9. FINANCIAL & BUSINESS

- 9.01** Budget Update
- 9.02** Memorandum of Understanding with California School Employees Association–Y Rate Pay for a school employee
- 9.03** Memorandum of Understanding with Larkspur Corte Madera School District – Shared Services Agreement, Special Education Services
- 9.04** Agreement for District Website Development–Alicia Alexander
- 9.05** CBEDS–Enrollment Report
- *9.06** Payment of Warrants

10. CURRICULUM AND INSTRUCTION

- 10.01** Resolution 695 – Sufficiency of Instructional Materials
- 10.02** Adoption of Declaration of Need for Fully Qualified Educators
- *10.03** Student Field Trips
- 10.04** Supplies Stipend for New Teachers

11. POLICY DEVELOPMENT

- 11.01** Board Policy and Exhibit 6153 – Field Trips - Action
- 11.02** Board Policy and Exhibit 0210 - Philosophy, Goals, Objectives and Comprehensive Plans: Equity – Second Reading
- 11.03** Board Policy and Administrative Regulations 7160 – Charter School Facilities - First Read Only
- 11.04** Board Policy and Administrative Regulations 1330 – Use of School Facilities – First Read Only
- 11.05** Board Policy and Administrative Regulations 1330.1 – Joint Use of School Facilities – First Read Only

12. FUTURE PLANNING/ACTION ITEMS

- Local Control Funding Formula
- Grade Level or Program Report
- Pre-K to 3 Report

13. FUTURE MEETING

The next Regular Meeting of the Board of Trustees will be on Thursday, November 21, 2013, in the Bayside/Martin Luther King School Conference Room at 5:30 p.m. for Closed Session, and in the at 6:00 p.m. for Open Session Bayside/Martin Luther King School Library

14. ADJOURNMENT

*Consent Agenda Items

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the District Office of the Sausalito Marin City School District, 200 Phillips Drive. Marin City, California, or at the scheduled meeting. Board agenda back-up materials may also be accessed online at www.smcsd.org. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Administrative Assistant to the Superintendent at 415-332-3109

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

2013-2014 Educational Mini-Grant

For the Sausalito Marin City School District

The Rotary Club Of Sausalito is pleased to offer the opportunity for teachers of the Sausalito Marin City School District to apply for \$300 Mini Grants to enrich their classroom and/or teaching practice.

The deadline for submitting applications for the grants is:

Tuesday, November 12, 2013

The grants will be awarded:

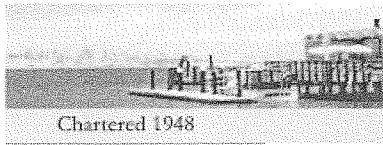
Week of December 16, 2013

The Selection committee criteria:

1. Goals and objectives clearly stated and measurable
2. Project directly involves students
3. Evaluation component
4. Budget is reasonable, appropriate, and specific

Applications will be reviewed using the following criteria:

- Creativity and Innovation
- Enrichment to the curriculum
- Motivational impact to your students
- Benefit to students, school and community
- Effective use of funds
- Use of community resources
- Teaching & Health mission
- Other, please describe



Rotary Club of Sausalito
"Service Above Self"



District 5150, Sausalito, California

[home](#) [contact us](#)

**Educational Mini-Grant Request 2013-2014
For Sausalito Marin City School District**

I. BACKGROUND INFORMATION:

NAME _____
SCHOOL _____
GRADE LEVEL(S) _____

II. NEEDS STATEMENT:

III. PROJECT TO BE FUNDED BY MINI-GRANT:

(Briefly describe your project and expected results.)

IV. PROJECT OBJECTIVE AND ANTICIPATED OUTCOMES:

(List learning objectives and curriculum concepts to be enhanced by this project.)

V. STUDENT INVOLVEMENT

(Describe how students will be involved.)

VI. TIMELINE:



MARIN COMMUNITY FOUNDATION

September 11, 2013

Mr. Steve Van Zant
Superintendent
Sausalito Marin City School District
200 Phillips Dr.
Sausalito, CA 94965-1654

Re: Grant # 2014-00220
Fund: Leonard & Beryl Buck Fund

Dear Mr. Van Zant:

On behalf of the Trustees of the Marin Community Foundation, I am pleased to inform you that the Board has approved a grant in the amount of \$78,200 to Sausalito Marin City School District to support arts programs. The period of this grant is 12 months, from October 1, 2013 through September 30, 2014. The payment schedule for this grant can be found at the end of this letter.

To confirm your formal acceptance of the following terms, please email a copy of this agreement letter to the Foundation, signed by the appropriate person authorized to sign for your organization.

1. As a condition of this grant, you are committing to report on your organization's progress against metrics (including impacts and measurable objectives) listed at the end of this agreement at the frequencies specified. In addition, you will be required to submit narrative progress reports, including a final report after the end of the grant period. Any payments scheduled for release after the due date of a progress report will be held by the Foundation until the report has been submitted and approved. The Foundation will be providing further guidance on reporting procedures in advance of the due dates.
2. The grant and any accrued interest may only be used to carry out activities in or for the benefit of Marin County and only for the charitable purposes and activities set forth in this letter of agreement.
3. Funds not used for the charitable purposes of the grant, including any unspent balance at the conclusion of the grant period, must be returned to the Foundation. If any equipment or real estate purchased with grant funds is diverted from the charitable purposes for which this grant is made, or if your organization ceases operations, you agree to convey such equipment or real estate back to the Foundation or to such other charitable organization as the Foundation may direct.
4. You agree to credit the Foundation in publications, press releases, brochures, videotapes, and other publicity or public relations materials and presentations resulting from the use of these funds or developed for activities authorized under this grant. Please refer to the enclosed Guidelines for Communicating about Your Grant. The Foundation's Vice President for Marketing and Communications is available to advise you on public information activities.
5. Your organization agrees to maintain accurate financial and operational records regarding your use of grant funds and to make those records available to the Foundation promptly upon request for the Foundation's review, except to the extent prohibited by applicable law.

6. Your organization will make any publications, media presentations, studies, or research funded by this grant available to the public in a manner acceptable to the Foundation. Any tangible or intangible property, including copyrights obtained or created by your organization with funding from this grant, shall remain the property of your organization, but your organization agrees to grant the Foundation a royalty-free license to use, reprint, or distribute any such copyrighted materials for informational or promotional purposes that do not conflict with your organization's charitable purposes.

7. The terms of this Agreement may be revised or modified only with the prior written consent of both the Foundation and your organization. If your organization fails to meet any of the terms of this Agreement or if the Foundation determines in its sole discretion that your organization's work in fulfilling the terms of this grant is inadequate, the Foundation may withdraw its award and terminate the Agreement, and the Foundation will then have no responsibility to disburse any further funds. The Foundation may also, at its discretion, require your organization to return any unspent grant funds and to refund any portion of the grant that was not used for charitable purposes as required by this Agreement, as described in Paragraph 2 above.

8. The Foundation has no obligation to provide any additional support to your organization, and this grant does not represent any commitment of future support.

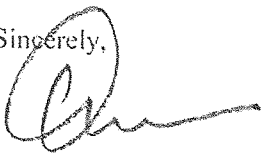
9. Where grant funds are to be disbursed in more than one installment, the Foundation reserves the right to reduce the amount(s) of or to eliminate any or all as-yet undisbursed installment payment(s) to reflect and adjust for material declines in the Foundation's assets. If the Foundation determines in its sole discretion that such a reduction or elimination of (a) future installment payment(s) is necessary, the Foundation will provide as much notice as is feasible to your organization in advance of the relevant scheduled payment date(s).

The first payment under this grant's schedule will be processed when we receive an emailed copy of the appended agreement letter.

If you have any questions about the implementation of this grant or about Foundation procedures, please feel free to contact Shirin Vakharia, the Program Director responsible for overseeing this grant, or Apryl Rhinehart, Program Associate.

The Foundation is pleased to support your and your colleagues' work on behalf of the community. We look forward to working with you and learning from the experience to be gained from this cooperative endeavor.

Sincerely,



Thomas Peters, Ph.D.
President & Chief Executive Officer

TP:axr

Enclosure

Please sign this grant agreement, scan all pages and email the entire document back as an attachment to:

grantagreement@marincf.org

The processing of your grant and issuing of your check will be expedited upon receipt of the entire document.

ACCEPTANCE: On behalf of Sausalito Marin City School District, I hereby accept and agree to the terms of grant #2014-00220 as set forth in this grant agreement.

GRANTEE:

Print Name



Signature

Title

Sausalito Marin City School District
Organization

Allocation & Reporting Requirements

Goal: Arts and culture

Strategy: Reduced disparities in accessing arts

Approach: Fund arts education demonstration effort - \$78,200

Associated Impact Metrics

1. District plans revised and curricula implemented by September 30, 2014.
2. 120 students receiving standards based arts education instruction in the demonstration districts by September 30, 2014.

Measurable Objectives

1. Deepened parent engagement with the Arts Program by September 30, 2014.
2. Developed and refined K-8 sequenced music curriculum by September 30, 2014.
3. Developed and refined K-8 sequenced visual arts curriculum by September 30, 2014.
4. Implemented arts rubrics across grade levels by September 30, 2014.
5. Implemented student self assessments across grade levels by September 30, 2014.
6. Participated in professional development by September 30, 2014.

Target Rationale

Associated Impact Metric 1: District will engage in a planning process in the fall that will include teachers and other key stakeholders. Plan will establish the District's 3-5 year vision and goals and include key actions for the 2013-2014 school year.

Associated Impact Metric 2: Target is based on total enrollment.

Measurable Objective 1: District will host parent evenings, performances and exhibitions in order to increase parent understanding of the arts program.

Measurable Objective 6: District will establish professional development goals and expectations for teacher participation as part of District Arts Plan.

Condition(s)

Due: 04/30/2014

Uploaded revised Site Arts Plan with first report.

Due: 09/30/2014

1. Participated in third party evaluation.
2. Site agrees to collaborate and assist the Project Consultant, Project Technical Assistance Team, and Evaluation Team in administering and evaluating the project.
3. Site agrees to compile and report on all arts-related activities and offerings, whether funded by the Foundation or otherwise (including: student enrollment, expenditures, and other resources).
4. Site agrees to provide a financial accounting of the use of all foundation funds.

Milestone(s)

Due: 04/30/2014 covering 10/01/2013 - 03/31/2014

1. What elements of the Arts Education Program need attention in order to strengthen program quality?
2. What are the key elements of your Arts Education Program that are critical to sustain beyond the grant period? Elements may include but is not limited to professional development, dedicated planning time, personnel, course offerings, frequency of instruction.
3. How will key elements and practices of the District's Arts Education Program be sustained beyond the grant period? Please be specific in your response and include any preliminary budgeting decisions that impact personnel, professional development, or course offerings beyond the fifth year of the project.
4. What else would you like us to know?

Due: 10/31/2014 covering 10/01/2013 - 09/30/2014

1. How has the quality of the District's Arts Education shifted over the course of the five year project? Please address the quality of course offerings, scheduling, personnel, discrete instruction, integration, instructional leadership, and student assessment.
2. What data/information informs your assessment of the quality of the district's arts education?
3. What student assessment practices have been implemented during Year 5?
4. How is student assessment information shared with parents and used to shape instruction or program development?

5. What have been the most significant lessons learned over the course of the Arts Education Demonstration Project?
6. What else would you like us to know?

Report Due Date(s)

First Report Due: 04/30/2014 covering 10/01/2013 - 03/31/2014

Final Report Due: 10/31/2014 covering 10/01/2013 - 09/30/2014

Payment Schedule

September 1, 2013: \$39,100

Fund arts education demonstration effort: \$39,100

March 1, 2014: \$39,100

Fund arts education demonstration effort: \$39,100

Sausalito Marin City School District

Agenda Item: 6.02

Date: October 24, 2013

☐ Correspondence

☒ Consent Agenda

☐ Reports

☒ General Functions

☐ Pupil Services

☐ Personnel Services

☐ Financial & Business Procedures

☐ Curriculum and Instruction

☐ Policy Development

Item Requires Board Action: ☒

Item is for Information Only: ☐

Item: Memorandum of Understanding with Loyola Marymount University regarding the placement of teaching interns

Background:

This agreement outlines the terms and conditions for placing teaching interns in District schools. At this time there are no teaching interns in our schools and we do not anticipate any in the near future. However, by having this agreement in place, LMU will be able to place interns in our District should the need or desire arise.

Fiscal Impact:

None

Recommendation:

Approve

Prepared for: S. Van Zant

Prepared by: S. Van Zant

Loyola Marymount University
Teacher Education Intern Credential Program
[Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD Emphasis]

Participating District Intern Agreement – Memo of Understanding

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, and Education Specialist (mild/moderate) Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, and Education Specialist (mild/moderate) and BCLAD Emphasis teachers in the participating district.

Loyola Marymount University Responsibilities

Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing.

Provide support training and orientation to University Supervisors.

Choose and assign University Supervisors based on the following qualifications:

- Current knowledge in the content area they teach.
- Understand the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

Ensure that University Supervisors will observe and evaluate interns at least four times during a semester and allocate time with each intern after each visit to discuss the observation. (See addendum.)

Direct University Supervisors to meet and consult with employer-provided on-site-provider as appropriate.

Provide organization and implementation of planning meetings, on-going instruction and support activities, and program modification as necessary.

Provide orientations and training for on-site supporter, and principals/districts designees.
Collect employer-provided support documentation and monitoring process documentation.

Communicate with the district's human resources director and provide an up-to-date list of Loyola Marymount University intern candidates for possible employment.

Provide advisement opportunities such as transcripts evaluation regarding participation in subject matter preparation needs, intern credentialing programs, and advanced levels of education.

Provide interns current research regarding instructional strategies, curriculum, classroom management, and instructional technology.

Participating District Responsibilities

Clearly define and facilitate the implementation of the terms of employment of the on-site support provider, including compensation and evaluation of the site support provider.

Ensure that employers are responsible for providing adequate supervision for the hired intern. Together with LMU the District and University must provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support).

Ensure that the employer provided mentor(s) must include one of whom meet the following minimum qualifications:

- Valid corresponding Clear or Life credential.
- Three years successful teaching experience.
- EL Authorization (if responsible for providing specified EL support).

Employer will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the same mentor as above, providing he/she has an EL authorization and has immediate availability.)

Assign a support teacher to each intern preferably on-site, and at the intern's grade level. If a district support person is assigned to the intern, it is agreed that no more than eight interns will be assigned to one support person.

Facilitate intern attendance and participation in the prescribed course of study at Loyola Marymount University.

Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, and professional conferences.

Sufficient resources are provided including the identification of protected time for employer-provided support to work with intern within the school day including clearly defined expectations for type/frequency of support.

Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.

Appoint a district level contact person to serve as a liaison to the Loyola Marymount University Intern Program Director for the purpose of coordinating and evaluating the program.

The district designee will assist the Loyola Marymount University Program Director in obtaining a letter of support from the certificated employees bargaining unit.

Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.

Agree to place interns in teaching positions for which they are qualified, and to give them the full range of responsibilities of full-time teachers.

Verify each intern's readiness for advancement to intern teaching responsibilities.

Appoint representatives to the Loyola Marymount University Intern Advisory Board, which meets twice a year for on-going development and evaluation of the program. Appointees should represent the following constituency groups: Current/former Loyola Marymount University Interns, Principals, On-site supporters, district level staff, bargaining unit, and Loyola Marymount University faculty.

The principal will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor a minimum of three times each year to monitor and assess the intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Loyola Marymount Intern Program Director and a District Level Administrator, at which time a decision will be made.

Mutual Indemnification; Limits on Liability:

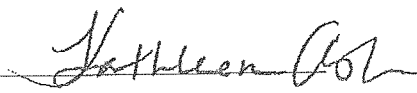
Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

Insurance: Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

**Loyola Marymount University
School of Education**

Sausalito Marin City School District

By: 
Kathleen Ash

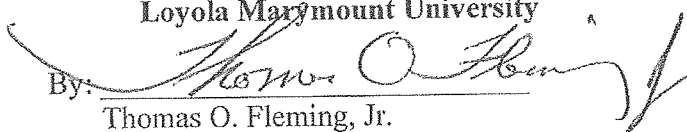
By: _____

Title: Associate Dean, Business Services

Title: Superintendent

Date: 8-9-13

Date: _____

Loyola Marymount University
By: 
Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date: 8-9-13

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

District: Sausalito Marin City

Person completing this form: Steve Van Zant Title: Superintendent

Quarterly Report Submission Date: ☒ July 2013
☐ October 2013
☐ January 2014
☐ April 2014

Date for information to be reported publicly at governing board meeting October 24, 2013

Please check the box that applies:

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

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

Steve Van Zant

Print Name of District Superintendent



Signature of District Superintendent

10/15/13

Date

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

District: Sausalito Marin City

Person completing this form: Steve Van Zant Title: Superintendent

Quarterly Report Submission Date:

☐ July 2013
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Textbooks and Instructional Materials			
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CAHSEE Intensive Instruction and Services			
TOTALS			

Steve Van Zant

Print Name of District Superintendent

Signature of District Superintendent

10/15/13

Date

**SAUSALITO MARIN CITY SCHOOL DISTRICT
BOARD MEETING MINUTES
September 26, 2013**

ATTENDANCE

Board Members Present: Shirley Thornton Ed. D., Caroline Van Alst, Thomas Newmeyer
Absent: William Ziegler, Joshua Barrow
Superintendent: Steve Van Zant

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

The agenda order was approved.

CLOSED SESSION

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

RECONVENE TO OPEN SESSION

Open session reconvened at 6:10p.m.

Report Out from Closed Session

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

Pledge of Allegiance

Trustee Thornton led the Pledge of Allegiance.

BOARD COMMUNICATIONS

Trustee Thornton said that she has been visiting the school and volunteering for lunch duty. She said that the quality of the food provided by Conscious Kitchen is wonderful and it's great to see the reaction of the students to the program. She encouraged everyone to visit and volunteer. She was also inspired by her visits to classrooms and she thanked the Principal and Vice Principal for their hard work and dedication. Back- to- School Night was an unqualified success, and parents seem very pleased with the school, she said.

Trustee Newmeyer said that he attended the Boys and Girls Club breakfast where Mark Jackson, the Warriors Coach, gave an uplifting speech.

REPORTS

CSEA Report

Julius Holtzclaw said that the classified staff is happy that CSEA now has a permanent place on the board agenda. School is off to a great start and everyone is glad to see the superintendent play a hands-on role.

Superintendent's Report

Superintendent Van Zant said that the shelves for the library have arrived but unfortunately they are too dark. Forrest Corson is working with the company to see if we can have the right color shelves in place by the next board meeting. Students are involved in many exciting activities and everyone is full of enthusiasm and energy about the new school year, he concluded.

Principal's Report

Principal Norbutas said that we had a smooth start of the new school year. A lot of work went into moving Bayside to 200 Phillips Drive and we all owe a big debt of gratitude to the teachers and staff, especially the custodial staff led by Forrest Corson. As of now, we have 145 students across all grade levels. The new food program has meant a large culture for our school. Students are eating healthier than they ever have at school. Parents have been helping with the cafeteria program and this has helped bring them into our school. We now have parents walking their kids to school and playing games with them in the morning. Community volunteers from First missionary Baptist Church have been here connecting with kids. Our sixth graders have adopted the Marin City marsh and have been helping to clean it as one of many projects that we have planned to create learning opportunities in the community. The new athletic season has begun for the middle school; we had our first cross-country meet yesterday. The entire staff went to the Marin County Office of to hear a talk on generational poverty and its impact on learning – it was very inspirational and validated our efforts to create relationships as the foundation for countering the effects of poverty and fostering an environment conducive to learning.

Trustee Van Alst thanked Mr. Norbutas for his time and energy and said that co-coordinating the Bayside move must have been an enormous task.

Willow Creek Academy Report

Head of School Royce Conner said that enrollment at the charter school stands at 325. Of these, 80 percent come from within the district boundaries and 123 or about 37 percent are residents of Marin City. The school has 104 English Learner students and 34 students who are in Special Education. There are currently 27 students on the waiting list.

School Report

Science Teacher Denise Suto gave a slide show presentation of the students who participated in the Marin city marsh clean-up day.

She also talked about the Eco Top Chef program and said that it is vital to the wellbeing of students to have a program at school that they helped to bring about and grow. She added that the school wanted students to build relationships outside of Marin City so teachers arranged field trips for students to go to farmer's markets, to Cavallo Point and other venues in the county. We now have a mentorship program with Murray Circle restaurant at Cavallo Point and this has led to one of our students wanting to pursue cooking as a career option.

Judi Shils of Kids Growing Green thanked all the staff for helping out with the cafeteria program. Board members in turn thanked her for bringing the conscious Kitchen program to the district.

CONSENT AGENDA

Roll Call Thornton/Newmeyer/3 ayes, 2 absent to approve the following items:

Minutes of Board Meeting, August 13, 2013

Minutes of Board Meeting, August 23, 2013

Minutes of Board Meeting, September 12, 2013

Field Trips

Response to Grand Jury Report Regarding Emergency Preparedness

Superintendent Van Zant explained that the report was directed to all the districts in the county and presented our district's response for approval.

Newmeyer/Thornton/All to approve the district response to the Grand Jury Report – Emergency Preparedness

PERSONNEL

The board reviewed the most recent copy of the Personnel Action Report.

FINANCIAL & BUSINESS

Memorandum of Understanding between the Sausalito Marin City School District and the California School Employees Association Regarding Changes to the Food Service Program

Superintendent Van Zant said that the implementation of the Conscious kitchen will require more of an investment from the district. We are currently working with CSEA to see how the program will work out in terms of needed personnel. In the meantime this is a stop-gap measure until we have a better handle on what is needed.

Thornton/ Newmeyer/ All to approve the Memorandum of Understanding between the Sausalito Marin City School District and the California School Employees Association Regarding Changes to the Food Service Program

FACILITIES

Director of Maintenance and Operations Forrest Corson said that landscaping work around the new structures started later than scheduled. He hopes that the work will be done by November. The placement of play structures has begun and should be completed by October 14.

On the "reduce, reuse and recycle" front, garbage from kitchen has been reduced from 20 bags to 5 bags a day.

Construction Change Orders

Construction Change Order 1 – Civil Improvement Project /Electrical Scope

Construction Change Order 2 – New Classrooms – Modular Building Contract

Construction Change Order 1 – Civil Improvement Project

Superintendent Van Zant said that some of the information regarding these change orders was only given to us today so the board has not had a chance to examine the issues raised.

Trustee Newmeyer said that in light of this information, he would like to delay the board's decision on the orders. Trustee Van Alst said that there are many unanswered questions and it would be helpful to have those answered before a vote.

The board decided to take up the matter of these change orders at a future date.

Payment of Warrants

Newmeyer/Thornton/All to approve the payment warrants

Administrative Staff Evaluations

Superintendent Van Zant explained that he would like to institute his own system for evaluating the work of administrative staff and asked the board to approve the process as outlined in the board packet.

Newmeyer/Thornton/All to approve the Administrative Staff Evaluation Procedure

Marin Community Foundation Arts Grant

Superintendent Van Zant said that he is very pleased to present the documents for this grant to the board and hopes that this reading will allow the board to have a better understanding of the nature of any grants that we may receive in the future.

Thornton/Newmeyer/All to approve the renewal of the Arts Grant.

POLICY DEVELOPMENT

Board Policy 0210 – Philosophy, Goals, Objectives and Comprehensive Plans: Equity

Superintendent Van Zant said that a statement regarding equity is more in the nature of a policy and a statement of the district's beliefs and may require several readings. He asked for board feedback on the statement as presented.

Trustee Newmeyer said that for him equity means getting students what they need to succeed, regardless of the school they attend. At Willow Creek Academy, test scores vary greatly by race and this is a major equity issue.

Trustee Van Zant said that she hopes all board members will respond and make comments during the next board meeting.

BP 6153 – Field Trips – This policy was brought to the board for a first reading.

BP 3541.1 – School Related Trips – Transportation by Private Automobile or Private Bus Lines

Thornton/Newmeyer/All to approve the board policy regarding school related trips, adding a requirement to request a copy of each driver's license on district forms.

BP and AR 0420.4 – Charter Schools

BP 0420.41 – Charter School Oversight

BP 0420.42 – Charter School Renewal

BP 0420.43 – Charter School Revocation

Newmeyer/Thornton/All to approve board policies and administrative regulations 0420.4, 0420.41, 0420.42 and 0420.43

BP and AR 3270 – Sale and Disposal of Books, Equipment and Supplies

Newmeyer/Thornton/All to approve BP and AR 3270

BP and AR 3280 – Sale or Lease of District-Owned Real Property

Newmeyer/Thornton/All to approve BP and AR 3280

FUTURE PLANNING/ACTION ITEMS

Board Meeting, October 24

Construction update

Update on the Annex building

ADJOURNMENT

Newmeyer/Thornton/All to adjourn the meeting.

The meeting was adjourned at 7:15 p.m.

Signature/Date

Title

Sausalito Marin City School District

Agenda Item: 6.05

Date: October 24, 2013

☐ Correspondence

☐ Consent Agenda

☐ Reports

☒ General Functions

☐ Pupil Services

☐ Personnel Services

☐ Financial & Business Procedures

☐ Curriculum and Instruction

☐ Policy Development

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: Construction Update

Background:

With the opening of the new school year fast approaching, a lot of hard work has gone into ensuring that all buildings will be usable the first day of school. Forrest Corson will be here to give an update of the project and answer any questions you may have.

Fiscal Impact:

Recommendation:

Information Only

Prepared for: S. Van Zant

Prepared by: S. Van Zant

Sausalito Marin City School District

Agenda Item: 6.06

Date: October 24, 2013

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

☐ Consent Agenda

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

Item: Annex Building

Background:

We have been in contact with Todd Lee of Greystone West. According to him, we are at the following place in this project:

DSA has to approve the scope and cost that we have provided to rehabilitate the Annex and compare that both to their replacement cost formula and what we would spend to build the new building. This is a multiple-step process. To date, they have visited the site and confirmed that the building meets the requirements for AB-300 funding. They are now reviewing the report from the Structural Engineer outlining the required rehabilitation and our accompanying cost estimate to accomplish the work. Once this is completed, they will either concur or request additional documentation. This is typically not a fast process and often takes a year or more to complete. DSA has indicated to us in writing that we can proceed with demolition at our own risk. That risk is that they would ask for further forensic work and the building is no longer there and we will then be in a state of limbo regarding obtaining funding should it become available.

This item is for information only. When we are more comfortable that we have adequate information to make a sound and logical recommendation, we will bring the matter before the board again.

Fiscal Impact:

unknown

Recommendation:

Approve

Prepared for: S. Van Zant

Prepared by: S. Van Zant

Sausalito Marin City School District

Agenda Item: 9.01

Date: October 24, 2013

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

☐ Consent Agenda

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

Item: Local Control Funding Formula & Local Control Accountability Plan

Background:

The state's finance system has evolved from one based on local property taxes to a system largely controlled and funded by the state. Since 1968, education funding has been shaped by a variety of laws, court decisions, and ballot measures.

With the implementation of LCFF, the old governing on how schools spend their money has been replaced offering an opportunity for communities to take the reins to implement locally, while being accountable for student outcomes.

The adoption of LCFF also requires districts to develop and adopt Local Control and Accountability plans (LCAP) that disclose how funds will be spent to provide high-quality educational programs for all students. Annual goals must be set in eight specified areas and the district must solicit input from various stakeholders in developing the plan.

In addition to the new funding formula, AB 86 was adopted allocating one-time funding (Common Core Implementation Grant) for grades K-12 for purposes of establishing high-quality instructional programs for all pupils. The per-pupil award amount is estimated at \$200 per pupil using CALPADS fall enrollment data from prior year CBEDS (October 2012). The grant restricts expenditures of these funds to any or all of three areas: professional development, instructional materials, and technology-based instruction.

Fiscal Impact:

Recommendation:

This item is presented for informational purpose only.

Prepared for: Steve Van Zant

Prepared by: P. Rigney

**Memorandum of Understanding
Between
The California School Employees Association, Chapter No. 394
And
Sausalito-Marin City School District**

This Memorandum of Understanding (“MOU”) is entered into this 15th day of October, 2013 by and between the Sausalito-Marin City School District (“District”) and California School Employees Association, Chapter No. 394 (“CSEA”) to address the impact of the layoffs for 2013-2014 acted on by the Governing Board on February 28, 2013.

The parties agree to the following:

1. Employee I.D. 47019 who lost her position due to the consolidation of the two (2) campuses into One (1) shall be Y-rated on the salary schedule according to the pay she was receiving as of June 1, 2013 (\$25.79/hour). This Y-rating does not include the stipend amount that has subsequently been discontinued.
2. Employee I.D. 47019 will be eligible for any and all salary increases that are negotiated between the parties subsequent to the execution and ratification of this agreement.
3. The Y-rating will be retroactively applied to July 1, 2013.

For District:

For CSEA, Chapter 394:

Superintendent

Chapter President

CSEA Labor Relations Representative



BOARD OF TRUSTEES

Susan Christman
Sheri Mowbray
Sally Relova
Julia Ritter
Philip Wade

**Memorandum of Understanding
Shared Services Agreement**

CONTRACT BETWEEN THE
LARKSPUR-CORTE MADERA SCHOOL DISTRICT AND THE
SAUSALITO MARIN CITY SCHOOL DISTRICT
RE: Administrative Student Placement
2013-2014

The Larkspur-Corte Madera School District agrees to provide an educational placement and special education services as needed to the Sausalito Marin City School District for students who are mutually agreed upon for placement in the Larkspur-Corte Madera School District. The Sausalito Marin City School District agrees to reimburse the Larkspur-Corte Madera School District as billed by Larkspur-Corte Madera School District for costs associated with the education of the student. The cost of transportation to and from the Larkspur-Corte Madera School District will be absorbed by the Sausalito Marin City School District directly.

Steve Van Zant, Superintendent
Sausalito-Marín City School District

Date



Valerie Pitts, Superintendent
Larkspur-Corte Madera School District

Date

SAUSALITO MARIN CITY SCHOOL DISTRICT

Superintendent: Dr. Valerie Pitts
Board of Trustees: Joshua Barrow, Karen Benjamin,
Thomas Newmeyer (President),
Shirley Thornton, Ed.D. and William J. Ziegler

AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement") made and entered into this 16th day of August 2013, by and between Sausalito Marin City School District, a political subdivision of the State of California ("District") and Alicia Alexander, a duly qualified consultant in the area(s) of District Website maintenance and Social Media support ("Consultant").

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

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

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

- To provide weekly posting of Sausalito Marin City SD education relevant content on the District's Facebook page, creating text and photo content for postings. Appropriate marketing and development themes supporting curriculum, and other collaborations with community organizations. Update SMCSd website and content in alignment with above activities.

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

1. Scope of Services: The Contractor agrees to complete the following services:
Provide website maintenance and social media responsibilities *Payment not to exceed \$15,000.00.*
2. Contract Documents: The contract documents consist of the Agreement for Consulting Services and the following General Provisions.
3. Compensation: As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth. District shall pay to Consultant during the term of this Agreement an hourly rate of \$65/hour. The total sum shall not exceed \$15,000.00 inclusive of all Consultant time, preparation time, materials and supplies. Payment of the aforesaid sum shall be made in the following manner: Consultant shall invoice the District monthly for services rendered. Invoice must include the consultant name, dates of service, and number of sessions delivered. The District will issue payment within 30 days of receipt.
4. Terms of Agreement: The term of this Contract shall be from August 16, 2013 through June 30, 2014 inclusive, subject to provisions of Section 11 of the General Provisions.

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

GENERAL PROVISIONS

5. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of consultants work by District shall not operate as a waiver or release. Consultant represents that Consultant and all agents and employees of Consultant are properly licensed by the State of California to perform all of the services which Consultant has agreed to render pursuant to this Agreement, if such license is required for Consultant's services.

6. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant is independently responsible for the payment of all applicable taxes.
7. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
8. **Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. Such authorization must be in writing. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper written authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
9. **Nondiscrimination:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
10. **Indemnification:** (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under worker's compensation acts, disability benefit acts, or other employee benefit acts.
(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.
11. **Insurance:** Contractor shall obtain and maintain, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions, or negligence of Contractor and/or its employees, agents, subcontractors, and representatives while performing services under this Agreement. Such insurance coverage shall be no less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury. This insurance shall name the District as an additional insured. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days' notice to the District.
12. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:
Sausalito Marin City School District
200 Phillips Drive
Sausalito, CA 94965
(415) 332-3190
(415) 332-9643 Fax
Attention: Accounts Payable

Consultant:
Alicia Alexander
25 Meadow Ridge
Corte Madera, CA 94925

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

13. **Termination:**

(a) Either party may terminate this Agreement at any time by giving 10 days written notice. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to the date of termination.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

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

(a) **District Determination of Fingerprinting Requirement Application.**

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

 are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

 X are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints to the District in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site; (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

15. **Due Performance:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
16. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
17. **Dispute Resolution:** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
18. **Choice of Law and Venue:** This Agreement shall be governed by California law, and venue shall be in the County of Marin, California, and no other place.
19. **Merger:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
20. **Assignment/Delegation:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
21. **No Third-Party Beneficiaries:** There are no intended third-party beneficiaries to this Agreement.
22. **No Waiver of Breach:** The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
23. **Force Majeure:** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
24. **Severability:** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
25. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
26. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
27. **Authorization:** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

CONSULTANT:

By Alicia Alexander

25 Meadow Ridge

Street Address

Corte Madera, CA 94925

City, State, Zip

Signature

415.3071706

Telephone No.

575-80-5995

SS#/Federal Tax I.D.

Date

DISTRICT:

By

Operating Unit Head/School Admin. /Designee

Date

Superintendent

Business Manager

Date

Date

Budget Code:

01-9477-0-5840.00-1110-1010-100-000

Amount:

Not to exceed \$15,000.00

Sausalito Marin City School District

Agenda Item: 9.05

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: CBEDS/Enrollment Report

Background:

The CBEDS count is taken the first Wednesday in October each fiscal year. Our student enrollment on October 2, 2013 was 149. This represents an increase of 29 students from prior year CBEDS of 120. Our teaching full time equivalent (FTE) is currently 12.4.

California Longitudinal Pupil Achievement Data System (CALPADS) is the current reporting mechanism for the annual collection of basic student and staff data that includes student enrollment, course enrollment, teaching assignments, credentials and more. The official enrollment count of a district is known as California Basic Educational Data System (CBEDS) and is included in the report that is submitted to the State Department of Education as part of the CALPADS each year. The data collected in early October is used to calculate revenue allocations for the district as well as various other reports related to student and staff demographics.

The public reporting of teacher assignments and credentials is also required for the School Accountability Report Card (SARC). Teachers for whom the board has approved waivers are teaching with Limited-Term Assignment Credentials that allow the district to declare them appropriately certified.

Fiscal Impact:

Recommendation:

Prepared for: S. Van Zant

Prepared by: P. Rigney

Bayside/MLK

10/17/2013

2013-2014

SCHOOL ENROLLMENT by GRADE and ETHNICITY

Page 1

Grade Level	Male								Female								TOTALS
	American Indian or Alaskan Native	Asian	Pacific Islander	Filipino	Hispanic or Latino	African American not Hispanic	White, not Hispanic	Multiple or no response	American Indian or Alaskan Native	Asian	Pacific Islander	Filipino	Hispanic or Latino	African American not Hispanic	White, not Hispanic	Multiple or no response	
Kindergarten	-	1	-	-	-	-	-	11	-	-	-	-	-	-	-	15	27
Grade 1	-	-	-	-	-	2	-	6	-	1	-	-	-	3	-	2	14
Grade 2	-	-	-	-	1	3	1	7	-	-	-	-	-	5	1	-	18
Grade 3	-	-	-	1	1	3	-	6	-	-	-	-	1	3	-	1	16
Grade 4	-	2	-	-	1	6	-	4	-	1	-	-	1	1	-	2	18
Grade 5	-	-	-	-	-	6	-	1	-	1	-	2	3	2	-	-	15
Grade 6	-	-	1	-	1	3	-	4	-	-	-	-	-	2	-	3	14
Grade 7	-	-	-	-	1	6	-	1	-	1	-	-	1	1	-	2	13
Grade 8	1	-	-	1	-	1	1	1	-	-	1	-	3	2	-	3	14
TOTALS	1	3	1	2	5	30	2	41	-	4	1	2	9	19	1	28	149

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Sausalito Marin City School District

Payment of Warrants

10/24, 2013

Attached warrants include:

Batch 14 Fund 01 in the amount of \$61,204.23

Batch 14 Fund 13 in the amount of \$88.61

Batch 14 Fund 14 in the amount of \$1,443.75

Batch 14 Fund 40 in the amount of \$9,200.00

Batch 15 Fund 01 in the amount of \$10,091.08

Batch 15 Fund 13 in the amount of \$608.05

Batch 15 Fund 40 in the amount of \$40,720.99

Batch 16 Fund 01 in the amount of \$129,992.26

Batch 16 Fund 13 in the amount of \$129.12

Batch 16 Fund 40 in the amount of \$123,551.01

Batch 17 Fund 01 in the amount of \$1,702.33

Batch 17 Fund 40 in the amount of \$149,705.75

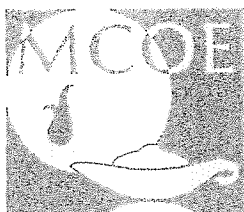
Batch 18 was voided

Batch 19 Fund 01 in the amount of \$39,625.54

Batch 19 Fund 40 in the amount of \$8,160.00

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



MARIN COUNTY

OFFICE OF EDUCATION

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

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

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

VENDOR PAYMENT CERTIFICATION

Date 9/25/13

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 71,936.59.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>14</u>	<u>61,204.23</u>
<u>13</u>	<u>14</u>	<u>88.61</u>
<u>14</u>	<u>14</u>	<u>1,443.75</u>
<u>40</u>	<u>14</u>	<u>9,200.00</u>
<u> </u>	<u> </u>	<u> </u>
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Authorized Signature *Paula Rigney*

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0014 GENERAL FUND
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20031910	070797/	ANDREW ANSTEAD				
		PV-140106	01-9479-0-4300.00-1110-1010-101-000-000	Field Trip Mileage 8/13	73.93	
			WARRANT TOTAL		\$73.93	
20031911	002896/	ARMOR LOCKSMITH				
		PV-140098	01-8150-0-4300.00-0000-8100-735-000-000	43764	203.42	
			WARRANT TOTAL		\$203.42	
20031912	000192/	AT&T				
		PO-140002	1. 01-0000-0-5970.00-0000-2700-000-000-000	234 343 6954 760 3	1,036.28	
			WARRANT TOTAL		\$1,036.28	
20031913	070329/	AT&T CALNET 2				
		PO-140001	1. 01-0000-0-5970.00-0000-2700-700-000-000	9/13	428.83	
			WARRANT TOTAL		\$428.83	
20031914	070513/	BOYS AND GIRLS CLUB				
		PO-140028	1. 01-6010-0-5840.00-1110-1010-101-000-000	smcsd 10-2013	13,905.00	
			WARRANT TOTAL		\$13,905.00	
20031915	001557/	CASBO				
		PV-140094	01-0000-0-5210.00-0000-7300-725-000-000	Nutrition Workshop 10/14/13	45.00	
			WARRANT TOTAL		\$45.00	
20031916	070784/	PALOMA COLLIER				
		PO-140065	1. 01-9471-0-5800.00-1110-1010-700-000-000	9/13	1,568.18	
		PV-140103	01-9471-0-5800.00-1110-1010-700-000-000	Garden Supplies	49.12	
			WARRANT TOTAL		\$1,617.30	
20031917	070638/	EDMENTUM				
		PO-140084	1. 01-1100-0-4300.00-1110-1010-100-000-000	14473	3,714.63	
			2. 01-1100-0-4300.00-1110-1010-101-000-000	14473	808.37	
			WARRANT TOTAL		\$4,523.00	
20031918	000700/	ELECTRIX				
		PO-140080	1. 01-8150-0-5600.00-0000-8110-735-000-000	17758	1,350.00	

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0014 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
		REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP		DESCRIPTION	
			PV-140095	01-8150-0-5600.00-0000-8110-735-000-000	17758		606.00
				WARRANT TOTAL			\$1,956.00
20031919	002270/		FISHMAN SUPPLY CO.				
			PO-140035	1. 01-0000-0-4300.00-0000-8211-735-000-000	924611		730.79
				WARRANT TOTAL			\$730.79
20031920	000039/		KAISER FOUNDATION				
			PV-140101	01-0000-0-9520.00-0000-0000-000-000-000	16734-0001		4,019.25
				01-0000-0-9520.00-0000-0000-000-000-000	16734-0001		565.91
				01-0000-0-9520.00-0000-0000-000-000-000	16734-0002		961.65
				01-0000-0-9520.00-0000-0000-000-000-000	578-0002		16,764.58
				WARRANT TOTAL			\$22,311.39
20031921	070791/		LEAH KUYPERS				
			PO-140078	1. 01-6500-0-4300.00-5770-1110-700-000-000	1488		45.18
				WARRANT TOTAL			\$45.18
20031922	000045/		MARIN COUNTY OFFICE OF EDUC				
			PO-140019	1. 01-0000-0-5930.00-0000-7180-700-000-000	140181		5,470.00
				WARRANT TOTAL			\$5,470.00
20031923	070655/		JAN MCDUGAL				
			PV-140105	01-0000-0-4300.00-1110-1010-101-000-000	Classroom Supplies		66.82
				WARRANT TOTAL			\$66.82
20031924	001927/		MILL VALLEY SERVICES				
			PO-140086	2. 01-0000-0-4300.00-1110-1010-100-000-000	80361I		78.44
				1. 01-0000-0-4300.00-1110-1010-101-000-000	80361I		78.45
				WARRANT TOTAL			\$156.89
20031925	070107/		VIDA MOATTAR				
			PV-140102	01-0000-0-5230.00-0000-7300-725-000-000	7-9/13 Mileage		53.34
				WARRANT TOTAL			\$53.34

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0014 GENERAL FUND
FUND : 01 GENERAL FUND

ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20031926	000015/	MSIA DENTAL				
	PV-140099		01-0000-0-9520.00-0000-0000-000-000-000	10/13		3,747.32
			WARRANT TOTAL			\$3,747.32
20031927	000117/	MSIA VISION				
	PV-140100		01-0000-0-9520.00-0000-0000-000-000-000	10/13		374.58
			01-0000-0-9521.00-0000-0000-000-000-000	10/13		23.58
			WARRANT TOTAL			\$398.16
20031928	000058/	P G & E CO				
	PO-140000	1.	01-0000-0-5510.00-0000-8200-000-000-000	Due 10/3/13		2,970.22
			WARRANT TOTAL			\$2,970.22
20031929	000073/	PEARSON				
	PO-140038	1.	01-0000-0-4100.00-1110-1010-101-000-000	3 invoices		1,202.36
			WARRANT TOTAL			\$1,202.36
20031930	002545/	SONITROL				
	PO-140015	1.	01-0000-0-5840.00-0000-8300-101-000-000	W96200		178.00
			WARRANT TOTAL			\$178.00
20031931	001221/	DIV. OF STATE ARCHITECT				
	PV-140097		01-8150-0-4300.00-0000-8100-735-000-000	7087		85.00
			WARRANT TOTAL			\$85.00
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 22	TOTAL AMOUNT OF WARRANTS:		\$61,204.23*

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COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/27/2013

1.	INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE										ABA NUM	ACCOUNT NUM			
		REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT		

20031932		070796/	KEITH GIUSTO BAKERY SUPPLY															
			PV-140104		13	-5310	-0	-5840	.00	-0000	-3700	-101	-000	-000	2053526	88.61		
			WARRANT TOTAL													\$88.61		
	*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS:										1	TOTAL AMOUNT OF WARRANTS:				\$88.61*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/27/2013

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

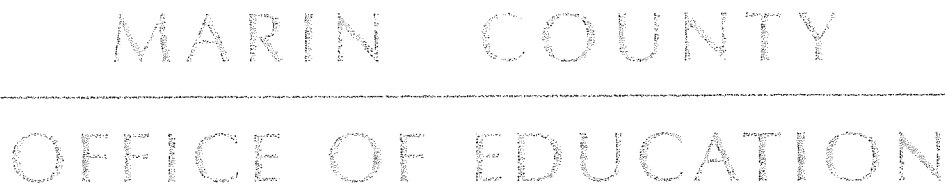
BATCH: 0014 GENERAL FUND

FUND : 14 DEFERRED MAINTENANCE FUND

W	INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT							
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20031933	070789/	SCHOOL FACILITY CONSULTANTS												
	PV-140096	14-0000-0-5800.00-0000-8110-735-000-000											6687	1,443.75
		WARRANT TOTAL												
														\$1,443.75
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 1										TOTAL AMOUNT OF WARRANTS:		\$1,443.75*

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE										ABA NUM	ACCOUNT NUM	
REQ#		REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT	
20031934	070787/	JOHN S. MANCHIP INC.													
		PO-140072	1.	40-0000-0-6240.00-0000-8500-700-000-135									Play Equip. Installation	9,200.00	
													WARRANT TOTAL	\$9,200.00	
*** FUND	TOTALS ***					TOTAL NUMBER OF WARRANTS:	1						TOTAL AMOUNT OF WARRANTS:	\$9,200.00*	
*** BATCH	TOTALS ***					TOTAL NUMBER OF WARRANTS:	25						TOTAL AMOUNT OF WARRANTS:	\$71,936.59*	
*** DISTRICT	TOTALS ***					TOTAL NUMBER OF WARRANTS:	25						TOTAL AMOUNT OF WARRANTS:	\$71,936.59*	

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

Date 10/2/13

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 51,420.12.

[illegible]

Authorized Signature

Paula Riprey

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

FUND : 01 GENERAL FUND

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION			
20032698	070797/	ANDREW ANSTEAD				
	PV-140113	01-9479-0-4300.00-1110-1010-101-000-000	Mileage 9/13			14.69
		WARRANT TOTAL				\$14.69
20032699	000006/	BAY CITIES REFUSE INC				
	PO-140025	1. 01-0000-0-5550.00-0000-8200-000-000-000	10/13			643.80
		WARRANT TOTAL				\$643.80
20032700	002547/	DISCOVERY OFFICE SYSTEMS				
	PO-140051	1. 01-0000-0-5605.00-0000-7200-725-000-000	9/13			60.51
		3. 01-0000-0-5605.00-1110-1010-101-000-000	9/13			34.71
		WARRANT TOTAL				\$95.22
20032701	001807/	EMPLOYMENT DEVELOPMENT DEPT.				
	PV-140116	01-0000-0-9515.00-0000-0000-000-000-000	94241171 Q3-2013			246.33
		WARRANT TOTAL				\$246.33
20032702	002270/	FISHMAN SUPPLY CO.				
	PO-140035	1. 01-0000-0-4300.00-0000-8211-735-000-000	924963, 924964			109.07
		WARRANT TOTAL				\$109.07
20032703	070300/	JOEL GARRETT				
	PV-140114	01-0000-0-8699.00-0000-0000-000-000-000	stale dated payroll check			656.42
		WARRANT TOTAL				\$656.42
20032704	000023/	GOODMAN BUILDING SUPPLY CO.				
	PO-140034	1. 01-8150-0-4300.00-0000-8100-735-000-000	Due 10/11/13			228.74
		WARRANT TOTAL				\$228.74
20032705	001704/	HOME DEPOT				
	PV-140110	01-8150-0-4300.00-0000-8100-735-000-000	9/13			374.12
		WARRANT TOTAL				\$374.12
20032706	070447/	MAXIM HEALTHCARE SERVICES				
	PO-140026	1. 01-6500-0-5835.00-5770-1182-700-000-000	9/13			2,040.50
		WARRANT TOTAL				\$2,040.50

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/04/2013

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0015 GENERAL FUND
FUND : 01 GENERAL FUND

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20032707	001927/	MILL VALLEY SERVICES				
	PO-140090	1.	01-6500-0-4300.00-5770-1110-700-000-000	80417		935.81
	PV-140112		01-0000-0-4300.00-0000-7200-725-000-000	595966		95.48
			WARRANT TOTAL			\$1,031.29
20032708	000058/	P G & E CO				
	PO-140000	1.	01-0000-0-5510.00-0000-8200-000-000-000	Due 10/14/13		2,597.96
			WARRANT TOTAL			\$2,597.96
20032709	070222/	PROTECTION ONE				
	PO-140004	1.	01-0000-0-5840.00-0000-8300-100-000-000	10/13		72.38
		2.	01-0000-0-5840.00-0000-8300-101-000-000	10/13		604.89
		3.	01-0000-0-5840.00-0000-8300-103-000-000	10/13		103.29
			WARRANT TOTAL			\$780.56
20032710	001206/	SHELL OIL CO.				
	PV-140111		01-0000-0-4301.00-0000-8110-735-000-000	9/13		404.82
			WARRANT TOTAL			\$404.82
20032711	070200/	STANDARD INSURANCE COMPANY CB				
	PV-140109		01-0000-0-9520.00-0000-0000-000-000-000	5000		226.16
			01-0000-0-9520.00-0000-0000-000-000-000	5001		441.40
			WARRANT TOTAL			\$667.56
20032712	070719/	KAYLA ZEISLER				
	PV-140115		01-3010-0-4300.00-1110-1010-700-000-000	Common Core Workshop		200.00
			WARRANT TOTAL			\$200.00
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 15	TOTAL AMOUNT OF WARRANTS:		\$10,091.08*

Marin County Office of Education
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/04/2013

APY250 H.02.09

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
 BATCH: 0015 GENERAL FUND
 FUND : 13 CAFETERIA FUND

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20032713	070799/	VERITABLE VEGETABLE INC.				608.05
	PV-140118	13-5310-0-5840.00-0000-3700-101-000-000		9/13		\$608.05
		WARRANT TOTAL				
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:		\$608.05*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/04/2013

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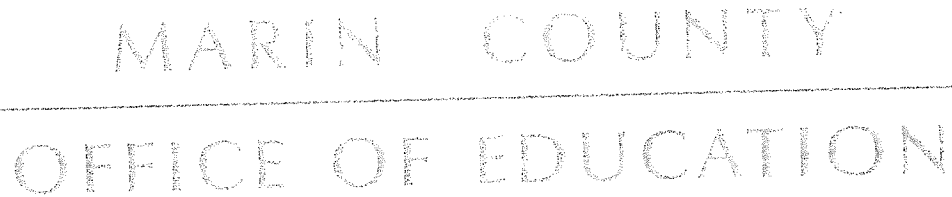
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0015 GENERAL FUND

FUND : 40 SPECIAL RESERVE-CAP OUTLAY #1

NT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20032714	070056/	BANK OF NEW YORK MELLON				
	PV-140108		40-0000-0-5831.00-0000-8500-000-000-000	252-1723314		500.00
			WARRANT TOTAL			\$500.00
20032715	070741/	GREYSTONE WEST COMPANY				
	PV-140117		40-0000-0-6281.00-0000-8500-700-000-000	2013-005, 876309		22,534.99
			WARRANT TOTAL			\$22,534.99
20032716	070776/	MIKE BROWN ELECTRIC				
	PO-140073	1.	40-0000-0-6240.00-0000-8500-700-000-135	66773001		17,686.00
			WARRANT TOTAL			\$17,686.00
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 3	TOTAL AMOUNT OF WARRANTS:		\$40,720.99*
*** BATCH	TOTALS ***		TOTAL NUMBER OF WARRANTS: 19	TOTAL AMOUNT OF WARRANTS:		\$51,420.12*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF WARRANTS: 19	TOTAL AMOUNT OF WARRANTS:		\$51,420.12*

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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0016 GENERAL FUND
FUND : 01 GENERAL FUND

INVT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20033514	000609/	AMERICAN EXPRESS				
		PV-140119	01-0000-0-4300.00-0000-7200-725-000-000	DO supplies		89.28
			WARRANT TOTAL			\$89.28
20033515	002550/	ASSOCIATED VALUATION SERVICES				
		PO-140005	1. 01-0000-0-5849.00-0000-7200-700-000-000	4265		250.12
			WARRANT TOTAL			\$250.12
20033516	070358/	AT&T				
		PO-140003	1. 01-0000-0-5970.00-0000-7200-700-000-000	9/13		314.18
			WARRANT TOTAL			\$314.18
20033517	070329/	AT&T CALNET 2				
		PO-140001	1. 01-0000-0-5970.00-0000-2700-700-000-000	9/13		1,507.72
			WARRANT TOTAL			\$1,507.72
20033518	001811/	STATE OF CALIFORNIA				
		PV-140122	01-0000-0-5821.00-0000-7200-725-000-000	9/13		224.00
			WARRANT TOTAL			\$224.00
20033519	001822/	DAVIS SIGN CO.				
		PO-140094	1. 01-8150-0-5600.00-0000-8110-735-000-000	22588		862.19
			WARRANT TOTAL			\$862.19
20033520	001742/	HOUGHTON MIFFLIN HARCOURT				
		PO-140041	1. 01-0000-0-4100.00-1110-1010-100-000-000	949915449		254.67
			WARRANT TOTAL			\$254.67
20033521	001873/	MARIN ASSOC.OF SUPERINTENDENTS				
		PV-140131	01-0000-0-5300.00-0000-7110-725-000-000	2013-14 Dues		500.00
			WARRANT TOTAL			\$500.00
20033522	000045/	MARIN COUNTY OFFICE OF EDUC				
		PV-140130	01-0000-0-5930.00-0000-7180-700-000-000	140236		1,128.55
			WARRANT TOTAL			\$1,128.55
20033523	000580/	MARIN COUNTY SHERIFF DEPART.				
		PV-140123	01-0000-0-5821.00-0000-7200-725-000-000	9/13		120.00

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0016 GENERAL FUND
FUND : 01 GENERAL FUND

ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT	SO GOAL FUNC LOC ACT GRP	DESCRIPTION	
WARRANT TOTAL						\$120.00
20033524	070470/	MARIN RESOURCE RECOVERY CENTER				
	PO-140037	1.	01-0000-0-5550.00-0000-8200-000-000-000	9/13		722.00
	WARRANT TOTAL					\$722.00
20033525	070218/	COUNTY OF MARIN				
	PV-140126		01-0000-0-5300.00-0000-7110-725-000-000	3873		807.00
	WARRANT TOTAL					\$807.00
20033526	070447/	MAXIM HEALTHCARE SERVICES				
	PO-140026	1.	01-6500-0-5835.00-5770-1182-700-000-000	1906900084		2,492.08
	WARRANT TOTAL					\$2,492.08
20033527	001927/	MILL VALLEY SERVICES				
	PO-140095	1.	01-0000-0-4300.00-0000-7200-725-000-000	80480, 80490, 80494		320.79
	WARRANT TOTAL					\$320.79
20033528	070406/	SILYCO				
	PO-140021	1.	01-0000-0-5849.00-0000-2420-700-000-000	SEP2013		3,600.00
	WARRANT TOTAL					\$3,600.00
20033529	070580/	TRAHAN MECHANICAL				
	PO-140093	1.	01-8150-0-5600.00-0000-8110-735-000-000	15502		1,195.00
	PV-140121		01-8150-0-5600.00-0000-8110-735-000-000	15501		95.00
	WARRANT TOTAL					\$1,290.00
20033530	070759/	VERIZON WIRELESS				
	PO-140055	1.	01-0000-0-5970.00-0000-2700-700-000-000	9/13		266.07
	WARRANT TOTAL					\$266.07
20033531	070080/	WATER COMPONENTS & BUILDING				
	PV-140120		01-8150-0-4300.00-0000-8100-735-000-000	30337556		162.61
	WARRANT TOTAL					\$162.61
20033532	002172/	WILLOW CREEK ACADEMY				
	PV-140127		01-0000-0-8096.00-0000-9200-103-000-000	October 2013 in lieu		115,081.00

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/11/2013

10/10/13 PAGE 47

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0016 GENERAL FUND
FUND : 01 GENERAL FUND

Q	ANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT									
		REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	

WARRANT TOTAL																\$115,081.00
*** FUND TOTALS ***																
TOTAL NUMBER OF WARRANTS: 19																
TOTAL AMOUNT OF WARRANTS:																\$129,992.26*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/11/2013

10/10/13 PAGE 48

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0016 GENERAL FUND
FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20033533	070803/	ALVARADO STREET BAKERY				
	PV-140128	13-5310-0-5840.00-0000-3700-101-000-000		4475259, 4479182		129.12
		WARRANT TOTAL				\$129.12
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:		\$129.12*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/11/2013

10/10/13 PAGE 49

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0016 GENERAL FUND

FUND : 40 SPECIAL RESERVE-CAP OUTLAY #1

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20033534	070788/	APPLIED MATERIALS &												
		PV-140124		40-0000-0-6240.00-0000-8500-700-000-135									39647	2,164.00
													WARRANT TOTAL	\$2,164.00
20033535	070802/	MARINA LANDSCAPE INC.												
		PV-140125		40-0000-0-6240.00-0000-8500-700-000-135									313017-01	13,194.00
													WARRANT TOTAL	\$13,194.00
20033536	070701/	QUATTROCCHI KWOK												
		PV-140129		40-0000-0-6210.00-0000-8500-700-000-000									13415-6	10,088.04
													WARRANT TOTAL	\$10,088.04
20033537	070781/	RECREATION REPUBLIC												
		PO-140067	1.	40-0000-0-6240.00-0000-8500-700-000-135									8609	28,139.48
													WARRANT TOTAL	\$28,139.48
20033538	002616/	US BANK												
		PV-140132		40-0000-0-7438.00-0000-9100-000-000-325									Lease Payment	68,965.49
													WARRANT TOTAL	\$68,965.49
20033539	070804/	US BANK CORP. TRUST SERVICES												
		PV-140133		40-0000-0-7438.00-0000-9100-000-000-325									3496195	1,000.00
													WARRANT TOTAL	\$1,000.00
*** FUND	TOTALS ***													
													TOTAL NUMBER OF WARRANTS:	6
													TOTAL AMOUNT OF WARRANTS:	\$123,551.01*
*** BATCH TOTALS ***														
													TOTAL NUMBER OF WARRANTS:	26
													TOTAL AMOUNT OF WARRANTS:	\$253,672.39*
*** DISTRICT TOTALS ***														
													TOTAL NUMBER OF WARRANTS:	26
													TOTAL AMOUNT OF WARRANTS:	\$253,672.39*

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APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/16/2013

10/15/13 PAGE 49

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0017 GENERAL FUND
FUND : 01 GENERAL FUND

NT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20033938	070805/	JOSHUA BARROW				
		PV-140134	01-0000-0-5210.00-0000-7110-725-000-000	Reimb. Conference, 9/2013		754.77
			WARRANT TOTAL			\$754.77
20033939	070713/	DANIEL NORBUTAS				
		PV-140135	01-9479-0-4300.00-1110-1010-101-000-000	Coach rental, Mileage		99.44
			01-9479-0-5819.00-1110-1010-101-000-000	Coach rental, Mileage		619.73
			WARRANT TOTAL			\$719.17
20033940	070719/	KAYLA ZEISLER				
		PV-140137	01-9479-0-4300.00-1110-1010-101-000-000	Book purchase		228.39
			WARRANT TOTAL			\$228.39
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 3	TOTAL AMOUNT OF WARRANTS:		\$1,702.33*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/16/2013

10/15/13 PAGE 50

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

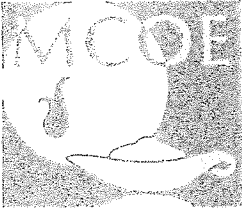
BATCH: 0017 GENERAL FUND

FUND : 40 SPECIAL RESERVE~CAP OUTLAY #1

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD	RESC	Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION
20033941	070777/	MICHAEL PAUL COMPANY INC.				
	PV-140136		40-0000-0-6240.00-0000-8500-700-000-135		Application 3	149,705.75
			WARRANT TOTAL			\$149,705.75
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS:	1	TOTAL AMOUNT OF WARRANTS:	\$149,705.75*
*** BATCH	TOTALS ***		TOTAL NUMBER OF WARRANTS:	4	TOTAL AMOUNT OF WARRANTS:	\$151,408.08*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF WARRANTS:	4	TOTAL AMOUNT OF WARRANTS:	\$151,408.08*

Printed: 10/16/2013 09:34:11

Batch 18 was voided



MARIN COUNTY

OFFICE OF EDUCATION

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

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

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

VENDOR PAYMENT CERTIFICATION

Date 10/16/13

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 47,785.54.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>19</u>	<u>39,625.54</u>
<u>40</u>	<u>19</u>	<u>8,160.00</u>

Authorized Signature Paula Rigney

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0019 GENERAL FUND

FUND : 01 GENERAL FUND

V	NT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20034446		070690/	AMELIA CORBETT GREEN													
			PO-140070	1.	01-9471-0-5840.00-1110-1010-700-000-000									11/13		1,040.00
			PV-140139		01-9471-0-4300.00-1110-1010-700-000-000									Garden Supplies		158.26
					WARRANT TOTAL											\$1,198.26
20034447		070722/	CYPRESS SCHOOL													
			PO-140063	1.	01-6500-0-5833.00-5750-1185-700-000-000									92313, 93513		9,059.00
					WARRANT TOTAL											\$9,059.00
20034448		002601/	FIRST STUDENT INC.													
			PV-140141		01-9479-0-5819.00-1110-1010-101-000-000									10870172, 10870165, 10870169		1,125.00
					WARRANT TOTAL											\$1,125.00
20034449		000025/	HAGEL SUPPLY													
			PV-140138		01-0000-0-4300.00-0000-8211-735-000-000									333454		34.44
					WARRANT TOTAL											\$34.44
20034450		002228/	INTERNATIONAL BACCALAUREATE													
			PV-140140		01-9479-0-5300.00-0000-2700-100-000-000									10012183		9,500.00
					WARRANT TOTAL											\$9,500.00
20034451		002345/	KONE INC.													
			PO-140012	1.	01-8150-0-5600.00-0000-8110-735-000-000									221290093		118.98
					WARRANT TOTAL											\$118.98
20034452		000047/	MARIN MUNICIPAL WATER DST													
			PO-140010	1.	01-0000-0-5535.00-0000-8200-000-000-000									8-10/13		3,042.38
					WARRANT TOTAL											\$3,042.38
20034453		070447/	MAXIM HEALTHCARE SERVICES													
			PO-140026	1.	01-6500-0-5835.00-5770-1182-700-000-000									1922590084		2,342.09
					WARRANT TOTAL											\$2,342.09
20034454		000056/	PBI													
			PO-140009	1.	01-0000-0-5960.00-0000-2700-700-000-000									postage refill		2,393.00
				2.	01-0000-0-5960.00-0000-7200-725-000-000									postage refill		637.00

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/18/2013

10/17/13 PAGE 42

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT
BATCH: 0019 GENERAL FUND
FUND : 01 GENERAL FUND

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT									
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT	
WARRANT TOTAL														\$3,030.00	
20034455	001953/	SPECTRUM CENTER													
		PO-140062	1.	01-6500-0-5833.00-5750-1185-700-000-000									104441	7,687.35	
WARRANT TOTAL														\$7,687.35	
20034456	070525/	US BANCORP EQUIP. FINANCE INC													
		PO-140052	1.	01-0000-0-5605.00-0000-2700-700-000-000									9/13	744.47	
WARRANT TOTAL														\$744.47	
20034457	070703/	WOODWIND & BRASSWIND													
		PV-140143		01-9479-0-4300.00-1110-1010-101-000-000									16873932,17351087	1,743.57	
WARRANT TOTAL														\$1,743.57	
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 12												TOTAL AMOUNT OF WARRANTS:	\$39,625.54*

APY250 H.02.09

Marin County Office of Education
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/18/2013

10/17/13 PAGE 43

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0019 GENERAL FUND

FUND : 40 SPECIAL RESERVE-CAP OUTLAY #1

INT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20034458	070778/	DFE & ASSOCIATES												
		PV-140142		40-0000-0-6240.00-0000-8500-700-000-135									201373	8,160.00
													WARRANT TOTAL	\$8,160.00
***	FUND	TOTALS ***											TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS: \$8,160.00*
***	BATCH	TOTALS ***											TOTAL NUMBER OF WARRANTS: 13	TOTAL AMOUNT OF WARRANTS: \$47,785.54*
***	DISTRICT	TOTALS ***											TOTAL NUMBER OF WARRANTS: 13	TOTAL AMOUNT OF WARRANTS: \$47,785.54*

Printed: 10/18/2013 09:25:31

Sausalito Marin City School District

Agenda Item: 10.01

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: X

Item is for Information Only:

Item: Sufficiency of Instructional Materials EC 60119 – Public Hearing and Resolution 695

Background:

Education Code Section 60119 requires that the Governing Board of a school district hold an annual public hearing to determine whether the district has sufficient standards-aligned textbooks and instructional materials. The annual public hearing must be held before the end of the eighth week from the first day pupils attend school for the year and the Board must adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the state board.

Following the public hearing, the Board will adopt a Resolution certifying its findings.

Fiscal Impact:

The State funding previously designated specifically for the Instructional Materials Funding Realignment Program has been rolled into the Local Control Funding Formula beginning this year.

Recommendation:

The Superintendent recommends the Board of Trustees, having held a public hearing, adopt by roll call vote Resolution 695 certifying the sufficiency of textbooks or instructional materials.

Prepared for: S. Van Zant

Prepared by: P. Rigney

SAUSALITO MARIN CITY SCHOOL DISTRICT

RESOLUTION NO. 695

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the governing board of Sausalito Marin City School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 24, 2013 at 6 o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Sausalito Marin City School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects: Mathematics, Science, History-social science, English/language arts, including the English language development component of an adopted program, and;

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2013-2014 school year, the Sausalito Marin City School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Adopted this 24th day of October, 2013 by the following vote:

AYES:

NOES:

ABSENT:

William Ziegler, President
Board of Trustees

Caroline Van Alst, Clerk
Board of Trustees

Sausalito Marin City School District

Agenda Item: 10.02

Date: October 24, 2013

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

☐ Consent Agenda

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

Item: Declaration of Need for Fully Qualified Educators

Background:

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

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

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

Fiscal Impact:

None

Recommendation:

Approve

Prepared for: S. Van Zant

Prepared by: S. Van Zant



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2013-14
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

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

Name of County: Marin County CDS Code: 21

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 22 / 13 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

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

Steve Van Zandt

Name

Signature

Superintendent

Title

415-332-9643

Fax Number

415-332-3190

Telephone Number

08/22/2013

Date

200 Phillips Drive, Sausalito, CA 94965

Mailing Address

svanzandt@smcsd.org

E-Mail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

► *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

Steve Van Zant Steve Van Zant Superintendent
Name Signature Title
415-332-9642 415-332-3192 9/12/13
Fax Number Telephone Number Date
200 Phillips Drive San Jose CA 95131
Mailing Address
svanzant@smcsd.org
E-Mail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	2
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	2
Special Education	1
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- * A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- * An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Too small

Does your agency participate in a Commission-approved college or university intern program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? 0

If yes, list each college or university with which you participate in an intern program.

If no, explain why you do not participate in an intern program.

Too small

Field Trips

Dates: October 7-11, 2013
Destination: Mosaic Camp, Mt. Saint Helena, CA
Teacher: Ms. Cassidy
Grade: 5th grade
Standards Supported:
Funding: TSG
Cost: \$1,100.00

Dates: October 11, 2013
Destination: Mill Valley Film Festival Lark Theater; The Shark Riddle
Teacher: Mr. Scullion & Mr. Haddad
Grade: 3rd - 4th Grade
Standards Supported: Life Science; different life forms (ocean)
Funding: \$350.00

Dates: October 11, 2013
Destination: Tolay Fall Festival
Teacher: Ms. Banks, Ms. Trevor and Ms. Lieberman
Grade: K – 2nd Grade
Standards Supported: Characteristics of local places/community & change
Funding: TSG
Cost: \$ 400.00

Dates: October 22, 2013
Destination: Spring Hill Pumpkin Patch/Park
Teacher: Ms. Banks & Ms. Trevor
Grade: K – 1st Grade
Standards Supported: SS.1.4, 1.5, 1.6; 1 D Specialized work/good services
Funding: Garden/Field Trip Fund
Cost: \$ 480.00

Dates: November 4, 2013
Destination: AT & T Park; Georgetown Alliance/Tech in Sports from Fantasy to Reality
Teacher: Ms. McDougal
Grade: 8th grade
Standards Supported: CCSS.ELA.Literacy.SL8.1d & ELA Literacy SL8.2d
Funding: TSG
Cost: \$200.00

Dates: November 7, 2013
Destination: Muir Beach/Green Gulch Farm
Teacher: Ms. Auslander
Grade: 3rd – 8th Student Ambassadors for Conscious Kitchen
Standards Supported:
Funding: Private Donor
Cost: \$ 0.00

Dates: November 6 – June 2014 (recurring Wednesdays)
Destination: Marin City Library
Teacher: Ms. McDougal, Ms. Suto and Ms. Zeisler
Grade: 6th – 8th grade
Standards Supported: CCCS ELA Reading 1-5
Funding:
Cost: \$ 0.00

TO HELP YOU GET STARTED

October 24, 2013

Given To

Andrew Anstead

\$300 Certificate for Classroom Supplies

William J. Ziegler, President

Thomas Newmeyer, Vice President

Caroline Van Alst, Clerk

Shirley Thornton, Ed. D., Trustee

Joshua Barrow, Trustee

Steve Van Zant, Superintendent

Welcome to Sausalito Marin City School District!

TO HELP YOU GET STARTED

October 24, 2013

Given To

Taylor Callaway

\$300 Certificate for Classroom Supplies

William J. Ziegler, President

Thomas Newmeyer, Vice President

Caroline Van Alst, Clerk

Shirley Thornton, Ed. D., Trustee

Joshua Barrow, Trustee

Steve Van Zant, Superintendent

Welcome to Sausalito Marin City School District!

TO HELP YOU GET STARTED

October 24, 2013

Given To

Julia Lieberman

\$300 Certificate for Classroom Supplies

William J. Ziegler, President

Thomas Newmeyer, Vice President

Caroline Van Alst, Clerk

Shirley Thornton, Ed. D., Trustee

Joshua Barrow, Trustee

Steve Van Zant, Superintendent

Welcome to Sausalito Marin City School District!

TO HELP YOU GET STARTED

October 24, 2013

Given To

Scott Haddad

\$300 Certificate for Classroom Supplies

William J. Ziegler, President

Thomas Newmeyer, Vice President

Caroline Van Alst, Clerk

Shirley Thornton, Ed. D., Trustee

Joshua Barrow, Trustee

Steve Van Zant, Superintendent

Welcome to Sausalito Marin City School District!

Sausalito Marin City School District

Agenda Item: 11.01

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: ☒

Item is for Information Only: ☐

Item: Board Policy (BP) & Administrative Regulations (AR) 6153 – Field Trips

Background:

This policy was brought before the board on September 26, 2013 for review and is now being presented for action.

Fiscal Impact:

Undetermined

Recommendation:

The superintendent recommends that the board approve this policy.

Prepared for: S. Van Zant

Prepared by: S. Van Zant

BP 6153 School Sponsored Trips

The Governing Board recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or co-curricular activities. For instance: A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. The Board shall approve all other school-sponsored trips in advance.

The principal shall establish a process for recommending approval of a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

AR 6153 School Sponsored Trips

Supervision

Students on school-sponsored trips are under the jurisdiction of the district and shall be subject to district and school rules and regulations.

The Superintendent or designee shall ensure that adequate supervision

is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip. If the trip involves water activities, this ratio shall be revised as necessary.

Parent/Guardian Permission

Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities. The district shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims. (Education Code 35330)

Safety Issues

Note: Pursuant to Education Code 32044, a Board member, Superintendent, principal, teacher, instructor, or school agent who willfully violates the provisions of Education Code 32040-32044, as specified in item #1 below, may be found guilty of a misdemeanor.

1. While conducting a trip, the teacher, employee, or agent of the school shall have the school's first aid kit in his/her possession or immediately available. (Education Code 32041)

Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip. (Education Code 32043)

Note: Education Code 35331 requires that the district either provide or make available medical/hospital insurance for students injured while on field trips. For legal requirements regarding insurance, see BP 5143 - Insurance.

2. The district shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion or field trip. (Education Code 35331)

3. If the Superintendent or designee receives threat level warnings from the Homeland Security Advisory System pertaining to the destination of a school-sponsored trip, he/she shall implement precautions necessary to protect the safety of students and staff.

4. Lifeguards are required for all swimming activities. If the activity is at a private pool, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than \$500,000 in liability coverage. Staff shall determine supervisory responsibilities for all chaperones.

5. Before trips of more than one day, the principal or designee may hold a meeting for staff, chaperones, parents/guardians, and students to discuss safety and the importance of safety-related rules for the trip.

(cf. 5142 - Safety)

Sausalito Marin City School District

Agenda Item: 11.02

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: Board Policy (BP) & Exhibit (E) 0210 – Philosophy, Goals, Objectives and Comprehensive Plans: Equity

Background:

For the past year, the District has been developing this policy. Unfortunately, not all members were able to add voice to this important policy. Therefore, tonight the board is asked to review, as a second read, the following policy.

Further it is anticipated that the board will vote on the adoption of this policy at the November meeting.

Fiscal Impact:

Undetermined

Recommendation:

First Read Only

Prepared for: S. Van Zant

Prepared by: S. Van Zant

Philosophy, Goals, Objectives and Comprehensive Plans:
Equity

The Board of Education for Sausalito Marin City School District is committed to the success of every student in each of our schools. The mission of Sausalito Marin City School District is to academically and socially prepare students for success at each grade level and in high school on the path to college and career in a safe, healthy and culturally responsive learning environment. We provide a rigorous and challenging academic program with highly qualified educators in collaboration with parents and community partners. We will hold our learning community accountable for our progress.

We believe in the potential of each student. Families, community partners and educators embrace and support our public schools.

Diversity is an Asset

Our success depends on the diverse backgrounds, knowledge, skills, creativity, dedication and motivation of students, staff, parents and community members.

Social Responsibility

We model good citizenship, ethical behavior and sensitivity to others, and promote each child's success as a member of the global society. We value diversity and integration and believe it enriches the educational program and ensures social and academic success.

Agility, Adaptability and Tenacity

We promote strategic thinking, innovation, flexibility and agility in response to changing requirements. We invest in personal learning through focused professional development for staff. We stick to it. We build resiliency.

Student Centered Education

In order to ensure our students meet their fullest potential, we provide a comprehensive, standards-based, differentiated curriculum and opportunities for every student to be successful and engaged. We believe ongoing assessment of student learning informs our instructional practices.

Focus on Results

We will promote systemic thinking, articulated processes for continuous improvement and use of data to monitor progress.

Equity

Each student has an individualized path to learning, college and careers and the right to access their own educational opportunities. Students get what they need to be successful.

In light of this mission and our beliefs, Sausalito Marin City School District's historic, persistent achievement and opportunity gap among its students and other Marin students is unacceptable. While efforts have been made to address the inequities between students, these efforts have been

largely unsuccessful. Closing this achievement gap while raising achievement for students is the top priority of the Board of Education, the Superintendent and all district staff. Race and socio-economic status must cease to be a predictor of student achievement and success.

In Sausalito Marin City School District, for every year that we have data, students have clearly underperformed other Marin students on state assessments. Other Marin students consistently perform at higher levels of proficiency. These disparities are unacceptable and are directly at odds with our belief that all students can achieve.

The responsibility for disparities among our young people rests with adults, not the children. We are aware that student achievement data from school districts across the country reveal similar patterns, and that complex societal and historical factors contribute to the inequities our students face. Nonetheless, rather than perpetuating disparities, Sausalito Marin City School District must address and overcome this inequity, providing all students with the support and opportunity to succeed.

Sausalito Marin City School District will significantly change its practices in order to achieve and maintain equity in education. Equity focuses on outcomes. Educational equity means raising the achievement of all students while (1) narrowing the gaps between the lowest and highest performing students and (2) eliminating the disproportionality of which student groups occupy the highest and lowest achievement categories. The concept of educational equity goes beyond formal equality – where all students are treated the same – to fostering a barrier-free environment where all students, regardless of their race or socioeconomic circumstances, have the opportunity to benefit equally. Educational equity benefits all students, and our entire community. All students shall graduate from SMCS D and high school ready to succeed in a racially and culturally diverse local, national and global community. To achieve educational equity, Sausalito Marin City School District will provide additional and differentiated resources to support the success of its students. The following equity definitions will be used:

Equity is the approach that consists of using extra and different measures to bring about the condition of same status - the state of equality - specifically, equality in achievement outcomes.

Equity does not mean treating everyone in the same way. It means doing whatever it takes to get everyone to the same place.

In order to achieve equity for our students, the board establishes the following priorities:

- A. The District shall provide every student with equitable access to high quality and culturally relevant instruction, curriculum, support, facilities and other educational resources, even when this means differentiating resources to accomplish this goal.
- B. The District shall create multiple pathways to success in order to meet the needs of our diverse students, and shall actively encourage support and expect high academic achievement for all students.
- C. The District shall recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional and support personnel, and shall

provide professional development to strengthen employees' knowledge and skills for eliminating disparities in achievement. Additionally, the District shall actively strive to have our teacher and administrator workforce reflect the diversity of our student body.

- D. All staff and students shall be given the opportunity to understand racial identity, and the impact of their own racial identity on themselves and others.
- E. The District shall welcome and empower students and families, including underrepresented families and those whose first language may not be English as essential partners in their student's education, school planning and district decision-making. The District shall create welcoming environments that reflect and support the racial and ethnic diversity of the student population and community. In addition, the District will include other partners who have demonstrated culturally-specific expertise – including government agencies, non-profit organizations, businesses, and the community in general – in meeting our educational outcomes.

The Board will hold the Superintendent and central and school leadership staff accountable for making measurable progress in meeting these priorities. Every Sausalito Marin City School District employee is responsible for the success and achievement of all students. The Board recognizes that these are long term goals that require significant work and resources to implement across all schools. As such, the board directs the Superintendent to develop action plans with clear accountability and metrics that will result in measurable results on a yearly basis towards achieving the above goals. Such action plans shall identify specific staff leads on all key work, and include clear procedures for district schools and staff. The Superintendent will present the Board with a plan to implement priorities and goals within three months of the adoption of this resolution in support of the Equity Statement. A benchmark assessment instrument will be developed and used to measure progress towards these goals and action plans.

Thereafter, the Superintendent will report on progress towards these goals at least twice a year, and will provide the Board with updated action plans each year.

Sausalito Marin City School District

Agenda Item: 11.03

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: Board Policy (BP) & Administrative Regulations (AR) 7160 – Charter School Facilities

Background:

Last week we received a Prop 39 Facilities Request from Willow Creek Academy. In order to precede it is important that policies reflect current law and that decisions made by the District reflect best intentions within the scope of set policies. Therefore, tonight the board is asked to review, as a first read, the following policy.

Fiscal Impact:

Undetermined

Recommendation:

First Read Only

Prepared for: S. Van Zant

Prepared by: S. Van Zant

BP 7160 Charter School Facilities

The Governing Board believes that all students, including those attending charter schools, should have access to adequate facilities that are safe and support student learning.

Facilities to be used by a charter school shall be specified in the school's charter pursuant to Education Code 47605 and also may be addressed in a written memorandum of understanding between the district and charter school.

As applicable, charter school facilities shall comply with the California Building Standards Code adopted by the local building enforcement agency pursuant to 24 CCR 101 et seq. or the Field Act pursuant to Education Code 17280-17317 and 17365-17374. (Education Code 47610, 47610.5)

Upon request, the Board shall make facilities available to an eligible charter school operating in the district, as defined in law and administrative regulation. In accordance with law, such facilities shall be contiguous, furnished, equipped, and sufficient to accommodate all the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other district schools. The Board shall make reasonable efforts to provide the charter school with facilities near where the charter school wishes to locate and shall not move the charter school unnecessarily. If the district's preliminary proposal or final notification of space does not accommodate the charter school at a single school site, the Board shall make a specific finding that the charter school could not be accommodated at a single site and shall adopt a written statement of reasons explaining the finding. (Education Code 47614; 5 CCR 11969.1-11969.10)

The district shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter schools. (Education Code 47614)

Note: The Charter School Facilities Program (Education Code 17078.52-17078.66) allows charter schools that provide site-based instruction to access state facility funding, either directly or through the district where the school will be physically located, for construction of new facilities or rehabilitation of existing district facilities for charter school use. Preference is given to applications from charter schools in overcrowded school districts, schools in low-income areas, nonprofit charter schools, and those that use existing district facilities. Pursuant to 2 CCR 1859.172, title to the facilities may be held by the district or, under certain conditions, by a local governmental entity or by the charter school itself.

The Superintendent or designee may assist eligible charter schools in applying for state facilities funding for new construction or rehabilitation of facilities pursuant to Education Code 17078.52-17078.66 and/or for rent and lease expenditures pursuant to Education Code 47614.5.

AR 7160 Charter School Facilities

Definitions

Average daily classroom attendance (ADA) or classroom ADA is ADA for classroom-based apportionment as used in Education Code 47612.5. (5 CCR 11969.2)

In-district classroom ADA is classroom ADA attributable to in-district students. (5 CCR 11969.2)

In-district students are those charter school students who are entitled to attend a district school. Students eligible to attend district schools based on an interdistrict attendance agreement or parent/guardian employment shall be considered students of the district where they

Operating in the district means the charter school is either currently providing public education to in-district students or has identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year, regardless of whether the district is or is proposed to be the chartering entity and whether or not the charter school has a facility inside the district's boundaries. (Education Code 47614; 5 CCR 11969.2)

Reasonably equivalent facilities are facilities that are sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Reasonable equivalency shall be determined based on a comparison group of district schools with similar grade levels, the capacity of facilities, and the condition of facilities, as described below in the section "Submission and Review of Facilities Requests." (5 CCR 11969.2, 11969.3)

Furnished and equipped means the facilities include reasonably equivalent furnishing necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools established under 5 CCR 11969.3(a) and that the facilities have equipment that is reasonably equivalent to the comparison group schools. Equipment means property that does not lose its identity when removed from its location and is not changed materially or consumed immediately (e.g., within one year).

Equipment has relatively permanent value and its purchase increases the total value of the district's physical properties. Examples include furniture, vehicles, machinery, motion picture film, videotape, furnishings that are not an integral part of the building or building system, and certain intangible assets such as major software programs. Furnishings and equipment acquired for a school site with nondistrict resources are excluded when determining reasonable equivalence. (5 CCR 11969.2)

Contiguous facilities are those facilities contained on a school site or immediately adjacent to a school site. If the in-district classroom ADA of the charter school cannot be accommodated on any single school site, contiguous facilities also include facilities located at more than one site, provided that the district minimizes the number of sites assigned and considers student safety. If none of the district-operated schools has grade levels similar to the charter school, then a contiguous facility shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. (5 CCR 11969.2, 11969.3)

Conversion charter school is a charter school established through the conversion of an existing public school. (Education Code 47605)

Eligibility for District Facilities

A charter school shall be operating in the district, as defined above, before it submits a request for facilities. A new or proposed charter school operating in the district is eligible to request facilities for a particular fiscal year only if it submits its charter petition before November 1 of the fiscal year preceding the year for which facilities are requested. A new charter school is

entitled to be allocated and/or provided access to facilities only if it receives approval of its charter petition before March 15 of the fiscal year preceding the year for which facilities are requested. (5 CCR 11969.9)

The following procedures shall apply to a charter school's request for facilities:

1. On or before November 1, a charter school shall submit a written request for facilities to the Superintendent or designee for the next fiscal year. The request shall include: (Education Code 47614; 5 CCR 11969.2, 11969.9)

a. Reasonable projections of in-district and total ADA and in-district and total classroom ADA, based on ADA claimed for apportionment, if any, in the fiscal year prior to the fiscal year in which the facilities request is made, adjusted for expected changes in enrollment in the forthcoming fiscal year

Projections of in-district ADA, in-district classroom ADA, and the number of in-district students shall be broken down by grade level and by the district school that the students would otherwise attend.

Nonclassroom ADA may be included in the ADA calculation only to the extent of instructional time that students generating nonclassroom ADA are actually in the classroom under the direct supervision and control of a charter school employee, and only if the district and the charter school agree upon the time(s) that the facilities devoted to students generating nonclassroom-based ADA will be used.

b. A description of the methodology for the projections

c. If relevant (i.e., when a charter school is not yet open or to the extent an operating charter school projects a substantial increase in ADA), documentation of the number of in-district students meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection, but that need not be verifiable for precise arithmetical accuracy

d. The charter school's operational calendar

e. Information regarding the district's school site and/or general geographic area in which the charter school wishes to locate

f. Information on the charter school's educational program that is relevant to assignment of facilities, if any

In submitting a facilities request, the charter school shall use a form specified by the district. The charter school shall distribute a reasonable number of copies of the written request to parents/guardians, school staff, and/or other interested parties, or shall otherwise make the request available for review.

2. On or before December 1, the district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA, express any objections in writing, and state the projections the district considers reasonable. If the district does not express any objections in writing and state its own projections by the deadline, the charter school's projections are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)

3. On or before January 2, the charter school shall respond to any objections expressed by the district and to the district's attendance projections provided pursuant to item #2 above. The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district pursuant to item #2. If the charter school does not respond by January 2, the district's projections provided pursuant to item #2 are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)

4. The district shall determine what facilities it will offer to the charter school, ensuring that the facilities are reasonably equivalent to other district facilities. (5 CCR 11969.3)

If a charter school was established through the conversion of an existing public school pursuant to Education Code 47605(a)(2), the condition of the facility previously used by the district shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)

For any other charter school, reasonable equivalency shall be based on the following criteria as detailed in 5 CCR 11969.3: (5 CCR 11969.3)

a. A comparison group of district schools with similar grade levels

If a charter school's grade-level configuration is different from the configuration of the district's schools, the district shall not pay for the modification of a school site to accommodate the charter school's configuration.

b. Capacity, including equivalency of the ratio of teaching stations (classrooms), specialized classroom space, and nonteaching space to ADA

c. Condition of facilities, as determined by assessing such factors as age of facilities (from last modernization), quality of materials, and state of maintenance, including:

(1) School site size

(2) Condition of interior and exterior surfaces

(3) Condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes

(4) Availability and condition of technology infrastructure

(5) 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) Condition of the facility's furnishing and equipment

(7) Condition of athletic fields and/or play area space

5. On or before February 1, the district shall prepare a written preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. In evaluating and accommodating the charter school's request, the charter school's in-district students shall be given the same consideration as students in the district's schools, subject to the requirement that the facilities provided must be contiguous. At a minimum, the preliminary proposal shall include: (5 CCR 11969.2, 11969.3, 11969.9)

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

b. The specific location(s) of the space

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

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

e. A list and description of the comparison group schools used in developing the district's preliminary proposal and a description of the difference between the preliminary proposal and the charter school's request submitted pursuant to item #1 above

6. On or before March 1, the charter school shall respond in writing to the district's preliminary proposal made pursuant to item #5 above and shall express any concerns, including differences between the preliminary proposal and the charter school's request, and/or make a counter proposal. (5 CCR 11969.9)

7. On or before April 1, having reviewed any concerns and/or counter proposals made by the

charter school pursuant to item #6 above, the district shall submit, in writing, a final notification of the space to be offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposal, if any. The final notification shall specifically identify: (5 CCR 11969.9)

a. The teaching stations, specialized classroom spaces, and nonteaching station spaces offered for the exclusive use of the charter school and the teaching stations, specialized classroom spaces, and nonteaching spaces to which the charter school is to be provided access on a shared basis with district-operated programs

b. Arrangements for sharing any shared space

c. The assumptions of in-district classroom ADA for the charter school upon which the allocation is based, and if the assumptions are different than those submitted by the charter school pursuant to item #3 above, a written explanation of the reasons for the differences

d. The specific location(s) of the space

e. All conditions pertaining to the space

f. The pro rata share amount

g. The payment schedule for the pro rata amount, which shall take into account the timing of revenues from the state and from local property taxes

8. By May 1 or within 30 days after the district notification pursuant to item #7 above, whichever is later, the charter school shall notify the district in writing whether or not it intends to occupy the offered space. (5 CCR 11969.9)

The charter school's notification may be withdrawn or modified before this deadline. After the deadline, if the charter school has notified the district that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the district by this deadline that it intends to occupy the offered space, then the space shall remain available for district programs and the charter school shall not be entitled to use facilities of the district in the following fiscal year. (5 CCR 11969.9)

Availability of Facilities

The space allocated to the charter school by the district, or the space to which the district provides the charter school access, shall be furnished, equipped, and available for occupancy at least 10 working days prior to the first day of instruction of the charter school. For good cause, the district may reduce the period of availability to a period of not less than seven working days. (5 CCR 11969.9)

Space allocated for use by the charter school, subject to sharing arrangements, shall be available for the charter school's entire school year regardless of the district's instructional year or class schedule. (5 CCR 11969.5)

For a conversion charter school, the school site identified in the school's charter shall be made available to the charter school for its second year of operation and thereafter upon annual request for facilities from the district pursuant to this administrative regulation. If, as a result of a material revision of the charter, either the location of the conversion charter school is changed or the district approves the operation of additional sites by the school, then the school may request, and the district shall provide, facilities in accordance with law, the revised charter, and this administrative regulation. (5 CCR 11969.3)

Written Agreement Regarding Facilities Operations

The district and charter school shall negotiate an agreement regarding the use of and payment for the space which contains, at a minimum, the information included in the district's final notification pursuant to item #7 in the section "Submission and Review of Facilities Requests"

above. (5 CCR 11969.9)

A reciprocal hold-harmless/indemnification provision shall be established between the district and the charter school. The charter school shall maintain general liability insurance naming the district as an additional insured in order to indemnify the district for any damage and losses. The district shall maintain first party property insurance for the facilities allocated to the charter school. (5 CCR 11969.9)

Responsibilities for facility maintenance and improvements shall be as follows: (5 CCR 11969.4, 11969.9)

1. The district shall be responsible for:

a. Modifications necessary to maintain the facility in accordance with applicable building codes pursuant to Education Code 47610 or 47610.5

b. Replacement of district-provided furnishings and equipment in accordance with district schedules and practices

c. Projects eligible to be included in the district's deferred maintenance plan

2. The charter school shall be responsible for the ongoing operations and maintenance of facilities, furnishings, and equipment.

The charter school shall not sublet or use the facilities for purposes other than those that are consistent with district policies and practices without permission of the Superintendent or designee. (5 CCR 11969.5)

Facilities, furnishings, and equipment provided to a charter school by the district shall remain the property of the district. (5 CCR 11969.4)

The district may charge the charter school, in accordance with 5 CCR 11969.7, for a pro rata share of the district's facilities costs for activities related to keeping the physical plant open, comfortable, and safe for use and keeping the grounds, buildings, and equipment in working condition. Such activities include maintaining safety in buildings, on grounds, and in the vicinity of schools; plant maintenance and operations; facilities acquisition and construction; and facilities rents and leases. (Education Code 47614; 5 CCR 11969.2)

The charter school shall report actual in-district and total ADA and classroom ADA to the district every time that the charter school reports ADA for apportionment purposes. If the charter school generates less ADA than projected, the following provisions shall apply to any over allocated space: (Education Code 47614; 5 CCR 11969.3, 11969.8, 11969.9)

1. The charter school shall reimburse the district for the over allocated space as set forth in 5 CCR 11969.8, unless the district agrees, in response to the notification by the charter school of over allocation, to exercise its sole discretion to use the over allocated space for district programs.

2. In the case of a conversion charter school, the over allocated space shall not be subject to reimbursement under the following circumstances:

a. The school notifies the district, by February 1 of its first year of operation, that it will have over allocated space in the following fiscal year. In such cases, the district may occupy all or a portion of the space identified. A charter school that wants to recover space surrendered to the district shall apply to the district and the district shall evaluate the application in accordance with law and this administrative regulation.

b. Based on the State Board of Education's waiver of attendance area requirements in Education Code 47605(d)(1), the district makes a decision, between November 1 and June 30, to change the school's attendance area in the forthcoming fiscal year.

Mediation of Disputes

If a dispute arises between the district and a charter school pursuant to Education Code 47614 or 5 CCR 11969.1-11969.10, both parties may agree to settle the dispute using mediation, in accordance with the following procedures: (5 CCR 11969.10)

1. If both parties agree to mediation, the initiating party shall select a mediator, subject to the agreement of the responding party. If the parties are unable to agree on a mediator, the initiating party shall request the CDE to appoint a mediator within seven days to assist the parties in resolving the dispute. The mediator shall meet with the parties as quickly as possible.
2. Within seven days of the selection or appointment of the mediator, the party initiating the dispute resolution process shall send a notice to the responding party and the mediator. The notice shall include the following information:
 - a. Name, address, and phone numbers of designated representatives of the parties
 - b. A statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute
 - c. The specific sections of the statute or regulations that are in dispute
 - d. The specific resolution sought by the initiating party
3. Within seven days of receiving the notice, the responding party shall file a written response.
4. The mediation shall be entirely informal in nature. Each party shall share copies of exhibits upon which its case is based with the other party. The relevant facts shall be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses.
5. Any agreement reached by the parties shall be in writing and shall not set a precedent for any other case.
6. The mediation shall be terminated if the district and the charter school fail to meet within the specified timelines, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares an impasse.
7. The costs of the mediation shall be divided equally between the parties and paid promptly.

Sausalito Marin City School District

Agenda Item: 11.04

Date: October 24, 2013

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

☐ Consent Agenda

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: Board Policy (BP) & Administrative Regulations (AR) 1330 – Use of School Facilities

Background:

In light of negotiations involving the restoration of the field and other potential actions relating to the development of a Full Service Community School, it would be wise to review policies regarding the use of school facilities. Therefore, tonight the board is asked to review, as a first read, the following policy.

Fiscal Impact:

Undetermined

Recommendation:

First Read Only

Prepared for: S. Van Zant

Prepared by: S. Van Zant

BP 1330 Use Of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

School-related activities shall have priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

1. Supplies, utilities, janitorial services, other services of district employees, and salaries of

district employees directly associated with operation and maintenance of the school facilities or grounds involved

2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

AR 1330 Use Of School Facilities

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United

States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Sausalito Marin City School District

Agenda Item: 11.05

Date: October 24, 2013

☐ Correspondence

☐ Consent Agenda

☐ Reports

☐ General Functions

☐ Pupil Services

☐ Personnel Services

☐ Financial & Business Procedures

☐ Curriculum and Instruction

☒ Policy Development

Item Requires Board Action: ☐

Item is for Information Only: ☒

Item: Board Policy (BP) 1330.1 – Joint Use of School Facilities

Background:

In light of negotiations involving the restoration of the field and other potential actions relating to the development of a Full Service Community School, it would be wise to review policies regarding joint use of school facilities. Therefore, tonight the board is asked to review, as a first read, the following policy.

Fiscal Impact:

Undetermined

Recommendation:

First Read Only

Prepared for: S. Van Zant

Prepared by: S. Van Zant

BP 1330.1 Joint Use Agreements

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs
6. Resources to be allocated by the district and the partner
7. Rental or other fees, if any, to be charged to either party or third parties using the facilities
8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations
9. Procedures and timelines for requesting use of the facilities
10. Code of conduct for users of the facilities and consequences for violations of the code
11. Provision for regular inspection and notification of damage, as well as restitution and repair of property

12. Safety and security measures

13. Liability, insurance, and risk management issues

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date

15. Process for resolving disputes regarding any aspect of the agreement

16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.