

# **Sausalito Marin City School District Agenda**

Created: February 14, 2011 at 02:35 PM

**February 17, 2011**

**February 17, 2011**

**Thursday, 05:45 PM**

District Office

630 Nevada Street

Sausalito

## **Sausalito Marin City School District Board Meeting Procedures**

Agendas are posted at the District Office and at the Bayside Elementary School Office, 630 Nevada Street, Sausalito. An agenda is also posted at Martin Luther King, Jr. Academy, 200 Phillips Drive, Marin City.

Agendas are posted 72 hours in advance of a regular board meeting.

All board meetings are conducted according to Education Code 35145.5 and District Board Policy 9320.

The District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the District Office at 415-332-3190. All efforts will be made for reasonable accommodations. Members of the public are requested to turn off or mute ALL cell phones, pagers or other communication devices upon entering the Board Meeting Room.

Backup materials for items on this agenda are available for review in the Superintendent's Office.

**CLOSED SESSION: 5:45 PM**

**OPEN SESSION: 7:00 PM**

### **CALL TO ORDER**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

### **CLOSED SESSION**

#### **1. With respect to every item of business to be discussed pursuant to Government Code**

##### **54957: PERSONNEL (F)**

The Board will meet with District Legal Counsel, Alison Neufeld.

#### **2. With respect to every item of business to be discussed in closed session pursuant to**

##### **Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (F)**

Chief Negotiator for Sausalito Marin City School District: Alison Neufeld

Negotiations with: Sausalito District Teachers Association (SDTA)

### **OPEN SESSION**

**1. Report Out from Closed Session (P)****2. Pledge of Allegiance (D)****3. Approval of Agenda Order (P)****4. Addressing the Board Prior to the Open Session (D)**

Persons wishing to address the Board on open session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

**RECOGNITION****1. Recognition of Mr. Tony Agapinan (D)**

The Board will acknowledge the contributions of Mr. Tony Agapinan to the young people of our community and specifically to Willow Creek Academy. Mr. Agapinan passed away suddenly in January 2011.

**2. Recognition of Dr. Shirley Thornton (D)**

The Board will recognize Dr. Shirley Thornton who has received the California Assembly Resolution for her distinguished record of leadership as a California educator. The award was presented to Dr. Thornton by Assemblyman Tom Ammiano.

**EDUCATION****1. Principal's Report - Bayside Elementary School (P)****2. Principal's Report - Martin Luther King, Jr. Academy (P)****3. Head of School's Report - Willow Creek Academy (P)****4. Enrollment Report February 2011 (P)**

Enrollment Report: Includes students enrolled at Bayside, Martin Luther King Jr. Academy and Willow Creek Academy effective February 11, 2011.

**BUDGET****1. Willow Creek Academy Financial Report (P)**

Financial statements for December 2010

**FACILITIES****1. Martin Luther King, Jr. Academy Ball Field Upgrades (P)**

Mr. Jon Bontz, Mill Valley Soccer Club, and Mr. Martin Blake, Highlander Rugby Club, will be present this evening to expand and continue the discussion begun with Mr. Trotter on their interest in a long term lease on the MLK ball field and to provide upgrades to the ball field that would include:

- Astro turf playing surface
- Guaranteed income to the school district over 20 years

- Guaranteed student access to the field for school programs
- To facilitate after school programs and summer "sport" camp
- Potential for locker room in the future.

Discussion and, if appropriate, approval to continue discussion of funding sources and legal review of contract documents.

## **2. Phase II: Identification of Owner's Representative as Project Manager - Bruce Huff** (P)

At the Facilities Committee meeting of February 17, 2011, the committee voted to name Bruce Huff as the Project Manager and Owner's representative for Phase II. This decision of the committee will be presented for ratification by the full Board at their board meeting of February 17, 2011.

## **3. Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy** (P)

Board consideration of Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy with Alten Construction, Inc. in preparation for construction, Phase II of the Willow Creek Academy project.

## **4. Agreement for Professional Services with Dannis Woliver Kelley** (P)

Board consideration of Agreement for Professional Services with Dannis Woliver Kelley for Phase II of the Willow Creek Academy project.

## **5. Willow Creek Academy Prop 39 Request** (D)

The response to Mr. Orlando Lobo, President of Willow Creek Academy, regarding their October 28, 2010 Prop 39 application was hand delivered to Mr. Lobo on February 15, 2011.

## **6. Acoustical Solution for Martin Luther King Jr. Academy** (P)

The attached cost estimate from Bay Area Noise Control, in the amount of \$18,060, will be reviewed with the Board. The cost estimate is for hanging baffles of acoustical vinyl covered sound board from the hallway ceiling to break up reflective noise. The vinyl coverings may be ordered in school colors with the mascot or motto printed on them.

An alternate/additional cost estimate is being obtained from a separate source. If received in time, it will be presented for replacing upper mezzanine railing panels with a three-piece assembly of: perforated metal-sound board-perforated metal, bolted to the existing railing. The assembly would mimic the look of the original railing panels, while providing a dampening source for the sound absorption.

## **7. Director of Maintenance and Operations' Report** (D)

### **CONSENT AGENDA**

#### **1. Board Policy Updates** (P) (C)

Second reading/action on updates for:

Board Policy 4020 Drug and Alcohol-Free Workplace  
Board Policy 5113.1 Chronic Absence and Truancy

Board Policy 5117 Interdistrict Attendance  
 Board Policy 5118 Open Enrollment Act Transfers (New)  
 Board Policy 5141.21 Administering Medication and Monitoring Health Conditions  
 Board Policy 5141.3 Health Examinations  
 Board Policy 5141.31 Immunizations  
 Board Policy 6011 Academic Standards  
 Board Policy 6161.1 Selection and Evaluation of Instructional Materials  
 Board Policy 6164.4 Identification and Evaluation of Individuals for Special Education

**2. Approval of the minutes of the 6:15 pm special board meeting of January 13, 2011**

(P) (C)

**3. Approval of the minutes of the 6:45 pm special board meeting of January 13, 2011**

(P) (C)

**4. Approval of the minutes of the special board meeting of January 20, 2011**

(P) (C)

**5. Approval of the minutes of the annual and regular board meetings of January 20, 2011**

(P) (C)

**6. Approval of the minutes of the Facilities Committee meeting of January 25, 2011**

(P) (C)

**7. Approval of the minutes of the special board meeting of February 1, 2011**

(P) (C)

**8. Approval of the minutes of the Facilities Committee meeting of February 8, 2011**

(P) (C)

**9. Approval of the minutes of the special board meeting of February 8, 2011**

(P) (C)

**10. Approval of Field Trip to Wildcare**

(P) (C)

Address: 76 Albert Park Lane, San Rafael, CA 94901

Dates: February 10, 2011

Teacher: Jennifer Banks

Grade: Kindergarten

Standards Supported: Life Science: Different types of plants and animals inhabit the earth.

Students know how to observe and describe the similarities and differences in the appearance and behavior of plants and animals.

Funding: All expenses paid by a grant from Wildcare

Cost: No cost to the District

**11. Consolidated Application Part II Submission to the State**

(P) (C)

The Consolidated Application Part II: The California Department of Education, as agent for federal projects, requires annual approval of this application to receive funding for state and federal projects. The submission of this application will result in the district receiving funding to reach, expand, enhance and supplement instructional programs for children with special needs.

**12. Payment of Warrants**

(P) (C)

Payment of warrants under:

Batch 38 Fund 01 in the amount of \$19,562.95

Batch 38 Fund 40 in the amount of \$28,860.73

Batch 39 Fund 01 in the amount of \$90,267.64

Batch 39 Fund 13 in the amount of \$347.10

Batch 39 Fund 40 in the amount of \$1,200.00



Batch 40 Fund 01 in the amount of \$28,616.67  
Batch 40 Fund 13 in the amount of \$3,854.21  
Batch 40 Fund 40 in the amount of \$44,291.06  
Batch 41 Fund 01 in the amount of \$47,137.50  
Batch 41 Fund 13 in the amount of \$2,398.50  
Batch 42 Fund 01 in the amount of \$61,487.89  
Batch 42 Fund 40 in the amount of \$7,077.00

### **13. New Hire Maintenance/Custodial Position** (V) (C)

Due to the retirement of Ismael David, the district has a current open position for a full time Maintenance/Custodial Worker. We are requesting the board approve the hire of Jeff McNaughton to fill this position.

## **ADMINISTRATIVE AND EXTERNAL**

### **1. Amendment to Employment Agreement - Superintendent** (V)

Approval of an amendment to the employment agreement with the Superintendent, extending the term.

### **2. Reschedule May 26, 2011 Board Meeting Date** (V)

The approved board meeting date of May 26, 2011 conflicts with the Golden Bell Education Evening. The Board may consider rescheduling to Thursday, May 19 and have one meeting in May, or rescheduling to Tuesday, May 24.

## **REPORTS**

### **1. President's Report** (V)

### **2. Board Member Reports** (V)

### **3. Superintendent's Report** (V)

## **CORRESPONDENCE**

### **1. Letter dated January 14, 2011 from Karen Maloney, Assistant Superintendent, Marin County Office of Education regarding MCOE's review and analysis of the District's First Interim Report.** (D)

## **SAVE THE DATE**

### **1. Future District Board Meeting Dates** (D)

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. \*The first meeting date of each month will be allocated to, additional special meetings on facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

March 10\*

March 24

April 7\*

April 28

May 12\*

May 26  
June 9 - Two meetings in June  
June 23  
July 28 - One July meeting - summer break  
August 11\*  
August 25  
September 8\*  
September 22  
October 13\*  
October 27  
November 17 - One November meeting - holidays  
December 8\*  
December 15

## **2. Future Charter School Board Meeting Dates** (D)

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

March 16  
April 20  
May 18  
June 15

## **3. Upcoming Events and Important Dates** (D)

February 21-25 - Winter Recess - All Schools

February 21 - Presidents' Day

February 28 - MLK Extended Day Program Begins

March 3 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 10 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 15 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 17 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 29 - MLK Parent Student Teacher Conferences; MLK Minimum Day

March 29 - Second and Third Grade Family Event, "The Price is Right", MLK Multipurpose Room, 200 Phillips Drive, Marin City, 6:00 - 7:30 pm

March 31 - MLK Parent Student Teacher Conferences; MLK Minimum Day

April 11-15 - Spring Recess - All Schools

April 15 - Classified In Lieu Day

April 20 - Parent Institute; Family Literacy Night; MLK, 200 Phillips Drive; 6:00 pm

\*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

## ADJOURNMENT

**Americans with Disabilities:** The Sausalito Marin City School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the District Office at 415-332-3190. All efforts will be made for reasonable accommodations.

# Enrollment Count for 02/11/2011

## Bayside

Grade	TOTAL
0	17
1	22
2	23
3	21
4	23
5	18
	<u>124</u>

No Change

## MLK

Grade	TOTAL
6	14
7	13
8	17
	<u>44</u>

No Change

# Enrollment Count for 02/11/2011

WCA

Grade	TOTAL
0	34
1	35
2	22
3	23
4	19
5	22
6	22
7	26
8	15
	<u>218</u>
Increase	3 students

Willow Creek Academy  
Balance Sheet  
December 31, 2010

ASSETS

Current Assets		
Cash in US Bank Unrestricted	\$	104,429.83
Cash with Fiscal Agent/Trustee		58,284.35
Employee Receivable		<u>1,347.76</u>
Total Current Assets		164,061.94
Property and Equipment		
Buildings		50,885.00
Accumulated Depr-Buildings		(13,568.00)
Equipment		10,907.90
Accumulated Depr-Equipment		<u>(4,674.00)</u>
Total Property and Equipment		43,550.90
Other Assets		
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>207,612.84</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
State Unemployment Ins Payable	\$	2,425.80
Worker's Compensation Payable		(2,903.06)
One-sixth Withholding Payable		36,638.40
Summer 125 Plan Payable		2,729.44
Health Premiums Payable		7,109.00
Short Term Loans		5,000.00
Current Portion-Capital Lease		<u>12,275.20</u>
Total Current Liabilities		63,274.78
Long-Term Liabilities		
Long Term Portion-Capital Leas		<u>3,294.99</u>
Total Long-Term Liabilities		<u>3,294.99</u>
Total Liabilities		66,569.77
Capital		
Beginning Fund Balance		188,707.21
Net Income		<u>(47,664.14)</u>
Total Capital		<u>141,043.07</u>
Total Liabilities & Capital	\$	<u><u>207,612.84</u></u>

**Willow Creek Academy**  
**Income Statement**  
For the Six Months Ending December 31, 2010

	<u>July 1 Budget</u>	<u>1st Interim Revision</u>	<u>Actuals to Date</u>	<u>Remaining Budget</u>	<u>Percent</u>
<b>Revenues</b>					
Revenue Limit Sources	995,664	1,049,737	359,409	690,328	34.24
Federal Revenues	87,403	121,748	37,876	83,872	31.11
Other State Revenues	202,592	239,995	22,343	217,652	9.31
Other Local Revenues	365,945	379,437	194,427	185,010	51.24
<b>Total Revenues</b>	<b>1,651,604</b>	<b>1,790,917</b>	<b>614,055</b>	<b>1,176,862</b>	<b>34.29</b>
<b>Expenses</b>					
<i>Certificated Salaries</i>					
Teacher Salaries	732,736	801,103	330,748	470,355	41.29
Administrator Salaries	163,000	139,000	66,448	72,552	47.80
<i>Total Certificated Salaries</i>	<i>895,736</i>	<i>940,103</i>	<i>397,196</i>	<i>542,907</i>	<i>42.25</i>
<i>Classified Salaries</i>					
Paraeducator Salaries	166,161	115,000	47,504	67,496	41.31
Supervisor Salaries	0	0	0	0	0.00
Office/Technical Salaries	63,779	64,059	33,981	30,078	53.05
<i>Total Classified Salaries</i>	<i>229,940</i>	<i>179,059</i>	<i>81,485</i>	<i>97,574</i>	<i>45.51</i>
<i>Employee Benefits</i>					
OASDI/Medicare	85,712	82,332	35,126	47,206	42.66
Health and Welfare	37,621	42,155	21,438	20,717	50.86
Unemployment Insurance	8,067	8,058	4,418	3,640	54.83
Workers' Compensation	20,500	16,035	6,889	9,146	42.96
Other Benefits	35,000	39,507	16,555	22,952	41.90
<i>Total Employee Benefits</i>	<i>186,900</i>	<i>188,087</i>	<i>84,426</i>	<i>103,661</i>	<i>44.89</i>
<i>Books and Supplies</i>					
Books/Reference	15,000	15,000	12,835	2,165	85.57
Instructional Materials/Suppli	12,500	14,500	8,586	5,914	59.21
Supplies/Stores	12,500	13,100	7,694	5,406	58.73
Non-Capitalized Equipment	10,000	70,000	2,124	67,876	3.03
Non-Capaltized	0	0	0	0	0.00
Food Service Supplies	89,000	93,000	30,186	62,814	32.46
<i>Total Books and Supplies</i>	<i>139,000</i>	<i>205,600</i>	<i>61,425</i>	<i>144,175</i>	<i>29.88</i>
<i>Services/Operating Expensts</i>					
Travel/Conferences	0	0	0	0	0.00
Dues/Memberships	3,500	3,500	885	2,615	25.29
Insurance	5,000	5,000	2,934	2,066	58.68
Rentals/Leases/Repairs	38,521	42,900	2,941	39,959	6.86
Professional Services	109,901	183,626	45,581	138,045	24.82
Communications	12,300	12,300	2,010	10,290	16.34
<i>Total Services/Operating Expenses</i>	<i>169,222</i>	<i>247,326</i>	<i>54,351</i>	<i>192,975</i>	<i>21.98</i>

**Willow Creek Academy**  
**Income Statement**  
For the Six Months Ending December 31, 2010

	<u>July 1 Budget</u>	<u>1st Interim Revision</u>	<u>Actuals to Date</u>	<u>Remaining Budget</u>	<u>Percent</u>
<i>Capital Outlay</i>					
Sites/Site Improvements	0	0	0	0	0.00
Capital Equipment	4,950	4,950	0	4,950	0.00
<i>Total Capital Outlay</i>	<i>4,950</i>	<i>4,950</i>	<i>0</i>	<i>4,950</i>	<i>0.00</i>
<i>Other Outgo</i>					
Other Transfers	10,000	10,000	0	10,000	0.00
<i>Total Other Outgo</i>	<i>10,000</i>	<i>10,000</i>	<i>0</i>	<i>10,000</i>	<i>0.00</i>
<b>Total Expenses</b>	<b>1,635,748</b>	<b>1,775,125</b>	<b>678,883</b>	<b>1,096,242</b>	<b>38.24</b>
 <b>Other Sources and Uses</b>					
<i>Other Sources</i>					
Other Sources	0	0	0	0	0.00
Charter School Loans	0	0	0	0	0.00
<i>Total Other Sources</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0.00</i>
<i>Other Uses</i>					
Debt Service Interest	(1,159)	(1,159)	(847)	(312)	73.08
Debt Service Principal	(12,275)	(12,275)	(6,989)	(5,286)	56.94
<i>Total Other Uses</i>	<i>(13,434)</i>	<i>(13,434)</i>	<i>(7,836)</i>	<i>(5,598)</i>	<i>58.33</i>
<b>Total Other Sources and Uses</b>	<b>(13,434)</b>	<b>(13,434)</b>	<b>(7,836)</b>	<b>(5,598)</b>	<b>58.33</b>
<b>Net Increase/Decrease in Fund Balance</b>	<b>2,422</b>	<b>2,358</b>	<b>(72,664)</b>	<b>75,022</b>	



**Willow Creek Academy**  
**Cash Flow 2009/10**

Actuals Through Month of December																
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Estimated Budget	
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total			
A. Beginning Cash	183,630	194,383	136,209	170,982	153,553	105,802	162,715	169,163	129,025	242,989	193,552	145,233	183,630			
B. Revenues																
In Lieu Tax Portion - 100%			154,032	68,459	68,459	68,459	68,478	68,478	184,424	92,212	92,212	92,212	957,425	1,049,737	92,312	0
State Aid Portion - 0%													0			
Block Grant - Categorical/Incl EIA					22,253		31,623	10,541	731	0	21,937	6,689	93,774	130,249	36,475	0
California Lottery				336			5,600			5,400			11,336	23,216	11,880	0
CA Primary (K-3) Class Size Reduction			63	-1,071			19,562		19,562				38,115	78,246	40,131	0
Child Nutrition School Program				3,340	6,082	464	5,407	2,704	6,489	4,867	6,489	4,326	40,169	54,074	13,905	0
Other State Revenue			250						1,623				1,873	4,000	2,127	0
Federal Revenues				28,500			22,639			15,219			66,358	71,958	5,600	0
Federal Revenues/PY Deferred													0		0	0
Local, Donations, Interest	29	85	40	1,551	25	20	127	127	127	127	127	127	2,513	2,513	0	0
Food Service Revenue			1,963	719	3,741	645	1,954	1,954	2,606	1,737	1,954	1,737	19,010	21,714	2,704	0
Grant, District			90,000			90,000			47,402			47,402	274,803	274,803	0	0
Grant, Art			5,040	207	79	286						10,081	15,692	15,407	0	-285
Grant, Music								25,000					25,000	25,000	0	0
Grant, Nutrition												10,000	10,000	10,000	0	0
Grant, LKC						25,000							25,000	0	-25,000	0
Grant, Spanish												30,000	30,000	30,000	0	0
Total Revenues	29	85	251,388	102,041	100,639	184,873	155,390	108,804	262,963	119,562	122,719	202,574	1,511,068	1,790,917	205,134	-25,285
C. Disbursements																1,790,917
Certified			9,333	96,163	91,770	91,463	90,485	90,485	90,485	90,485	90,485	90,485	940,103	940,103	0	0
Classified			2,414	5,948	18,690	17,426	16,262	16,262	16,262	16,262	16,262	16,262	179,059	179,059	0	0
Employee Benefits			4,996	5,358	18,283	18,041	17,277	17,277	17,277	17,277	17,277	17,277	188,088	188,088	0	0
Books and Supplies			25	12,145	19,032	9,315	13,349	13,349	13,349	33,349	35,389	35,389	205,600	205,600	0	0
Services & Operational Expenses			5,603	7,093	15,333	8,961	20,363	20,363	20,363	20,363	20,363	20,363	176,526	176,526	0	0
Capital Outlay												4,950	4,950	4,950	0	0
Facilities/Oversight Fees													0	70,800	70,800	0
SPED Encroachment													0	10,000	10,000	0
Debt Service Interest Payments			290	131	121	102	82	72	62	52	42		1,158	1,159		1
Total Disbursements			22,661	39,908	167,623	147,531	156,788	145,220	157,818	157,798	177,788	179,817	184,725	1,695,484	1,776,285	80,800
Adjustments and Prior Year																14,532
Payroll Liabilities			-1,289	-732	747	-799	765	7,940		9,856	9,856	3,484	10,116			
Payroll Reserve for Summer Pay						9,856	9,856		9,856	9,856		9,856	98,505	0	98,505	
Employee Receivable				-1,126	159	-1,156	490	57					-1,235	-1,235		
Current Year Receivable/Prepaid Expenses			1,513			-1,513						1,119	1,119	1,119		
Current Year Payable					50	-50							0	0	0	
Short Term Loans Payable													0	0		
Debt Service Principal Payments			-1,949	-989	-998	-1,008	-1,037	-1,047	-1,057	-1,067	-1,078		-12,275	-12,275		0
Prior Year Transactions: Accounts Receivable			91,249	32,944									159,965	159,965		
Prior Year Transactions: Prepaid Expenses			2,027										2,027	2,027		
Prior Year Transactions: Accounts Payable			-6,824	-1,466	-71,103								-79,393	-79,393		
Prior Year Transactions: Deferred Revenue													0	0		
Prior Year Transactions: Loans Payable													0	0		
Prior Year Transactions: Payroll Liabilities			-51,343	-46,983		-2,176							-100,502	-100,502		
Total Adjustments and Prior Year			33,385	-18,352	-48,393	28,061	8,399	17,259	8,876	8,799	8,779	14,460	78,327	-30,293	98,505	
Net Change and Ending Cash Balance																
Net Change in Cash Position			10,753	-58,174	34,773	-17,429	-47,751	56,913	-40,138	113,964	-49,437	-48,319	32,308	-6,089	-15,661	
Ending Cash Balance			194,383	136,209	170,982	153,553	105,802	162,715	129,025	242,989	193,552	145,233	177,541	177,541	203,370	
Reconciled: USBank			136,156	77,925	112,698	95,269	47,518	104,430	70,740	184,705	135,268	86,949	119,257	119,824		
Cash with Fiscal Agent			58,227	58,284	58,284	58,284	58,284	58,284	58,284	58,284	58,284	58,284	58,284	57,717		
Total All Bank Accounts			194,383	136,209	170,982	153,553	105,802	162,715	129,025	242,989	193,552	145,233	177,541	177,541		

DRAFT

**AGREEMENT FOR THE IMPROVEMENT AND USE OF  
MARTIN LUTHER KING, JR. SCHOOL ATHLETIC FIELD**

BETWEEN

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
AND  
MARIN HIGHLANDERS RUGBY FOOTBALL CLUB  
AND  
MILL VALLEY SOCCER CLUB**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011,  
by and between the SAUSALITO MARIN CITY SCHOOL DISTRICT ("The District")  
of the one part and MARIN HIGHLANDERS RUGBY FOOTBALL CLUB,  
("MHRFC") a California non-profit corporation and MILL VALLEY SOCCER CLUB a  
California non-profit corporation, ("MVSC") of the other part, collectively "The Clubs".

**A. INTRODUCTION**

1. The District owns certain property at its Martin Luther King Field ("field") that it wishes to renovate and improve for athletic, recreational and school purposes. The District also wishes to improve the organized sports programs available for youth attending MLK School and other schools within the District.
2. The District desires to fund the cost of field renovation and improvement from user fees generated by use of the improved field.
3. The Clubs are private, not for profit, sports clubs run that respectively operate rugby and soccer programs for youth, ages 8 through 19, attending schools within Marin County.

4. The Clubs desires to improve and increase the facilities available for youth within their programs and to provide youths attending MLK School the opportunity to participate in the Club's after school sports programs.

5. In consideration for user agreements on the terms set out below, The Clubs are willing to commit to long-term field use leases with the District and to provide after school sports programs for MLK School.

6. The District and The Clubs therefore desire to enter into a mutually beneficial agreement for the renovation and improvement of the field, repair of field lighting and the execution of long-term leases by The Clubs.

**B. PRINCIPAL AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto, acting by and through their respective governing and legislative bodies, do hereby mutually covenant, promise and agree as follows:

1. The District agrees to improve and renovate the Martin Luther King Field to provide an artificial turf, all weather, field that will accommodate year round sports use. The District will also make the field's existing lights fully operational to facilitate such use. Use of the field shall be in accordance with the provisions of paragraph 7.

2. The District's improvements will include irrigation and drainage, artificial turf marked to permit rugby, soccer and other compatible sports to be played, reasonable landscaping and vehicle parking. A Plan showing the Field and proposed improvements is attached as Exhibit A. The Plan may be modified as the Parties hereto may from time to time agree.

3. The Clubs agree to rent the field for a term of 20 years as follows:

(a) MHRFC will pay \$\_\_\_\_\_ per year, on March 1 each year.

(b) MVSC will pay \$\_\_\_\_\_ per year, on March 1 each year.

The term of each annual lease will begin when the renovations and improvements are complete and the field can be used in accordance with the provisions of paragraph 7.

4. Nothing contained in this Agreement shall prevent The Clubs, The District or other contracted field users from sharing the field with each other by agreement during their contracted terms of use.

5. Nothing contained in this Agreement shall be construed to restrict, inhibit or prohibit the public's access to the recreational facilities as provided in Civic Center Act (Education Code §§ 38130-38139) as may be provided and agreed by the parties hereto.

6. It is agreed that Field Use Conditions shall be as follows:

A. District's Exclusive Use. District shall have exclusive use of the Field from 6:00 a.m. until 3:30 p.m. on each day Martin Luther King School is in session as determined by District in its sole discretion. During District's exclusive use, District may operate its own programs and authorize third parties to use the Site but shall be responsible for any damage to the site and shall repair the same without unreasonable delay.

B. Highlanders' Exclusive Use.

Subject to District's exclusive use rights as set forth in paragraph A, above, MHRFC shall have the right to exclusive use of the Field from December 15 to May 15, including Saturdays and Sundays (the "Rugby Season"). MHRFC shall use the Site for

rugby purposes. The field will be marked for rugby and shall include in ground rugby posts during the rugby season.

C. MVCC Exclusive Use.

Subject to District's exclusive use rights as set forth in paragraph A, above, MVSC shall have the right to exclusive use of the Field from May 15 to December 15, including Saturdays and Sundays (the "Soccer Season"). MVSC shall use the Field for soccer purposes. The field shall be marked for soccer and include the use of soccer posts during the soccer season.

D. Liability Protection for the Clubs and the District.

The Clubs shall procure and maintain \$1 million liability insurance for use of the field and shall indemnify and hold harmless The District for all liability arising from their sports programs and field use. The Clubs shall be responsible for any damage to the site, shall repair the same forthwith without unreasonable delay.

E. Other Field Users.

Subject to District's and Clubs' exclusive use rights as set forth in paragraphs A, B and C, above, the Parties may permit other users to have temporary and non-exclusive use of the Field. Such temporary users shall be required to procure and maintain \$1 million liability insurance for use of the field and shall indemnify and hold harmless The District and each of the Clubs allowing such temporary use from all liability arising from such use. Such temporary users shall be responsible for any damage to the site, shall repair the same forthwith without unreasonable delay.

F. Other Conditions.

(1) Neither the Field nor the lights shall be used after 9:00 p.m. The lights shall not be used from May 1 through October 1.

(2) The District may restrict use and/or close the Field on a temporary basis in the interest of public health or safety.

(3) The District will maintain the Field for the sports use contemplated by this agreement and each of the clubs will be responsible for repairing Field damage during their period of exclusive use, reasonable wear and tear excepted.

7. Miscellaneous Provisions:

(A) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(B) This Agreement may only be amended or modified by written instrument executed by the parties.

(C) Each individual executing this Agreement, or its counter part, on behalf of each party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the party that he/she represents.

(D) This Agreement contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto regarding the Site or the Project not expressly set forth in this Agreement are null and void.

(E) Each of the parties hereto agrees that it shall act in good faith in an attempt to perform all of its obligations and to consummate the stated purposes of this agreement.

(F) Any notice required to be given pursuant to this Agreement shall be given in writing to the other party either personally or by depositing the same in the United States mail, by first class mail, registered or certified, postage pre-paid, addressed to the party at the addresses set below:

**THE DISTRICT:**

The Superintendent  
Sausalito/Marin City School District  
630 Nevada Street  
Sausalito, CA 94965.

**THE CLUBS**

The President  
Marin Highlanders  
P.O. Box \_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_.

The President  
MVSC  
P.O. Box \_\_\_\_  
Mill Valley, CA 94941

Any notice delivered by mail shall be deemed delivered three (3) days after the date of deposit in the mail. The address at which any notices to be delivered may be changed by either party by compliance with terms of this paragraph.

(G) Time is of the essence in this Agreement and each of its provisions and failure to comply with this provision shall be a material breach of this Agreement.

(H) This Agreement shall be governed by and interpreted under laws of the State of California, and each party shall be deemed to have participated equally in the drafting of this Agreement. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

(I) No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

(J) This Agreement, or any interest of The Clubs (other than change of name) shall not be assignable by The Clubs or by operation of law without the advance written consent of District. Any attempt to assign without first obtaining such written consent shall be null and void.

(K) In the event that either party hereto commences a lawsuit contrary to this Agreement, the party prevailing in that lawsuit shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

8. Mediation.

(1) Any dispute between the parties arising under or relating to this Agreement, including but not limited to, its interpretation, performance or breach shall be resolved by mediation or arbitration in Marin County, California or such other place as parties may agree.

(2) The only exception to mediation or arbitration shall be where the intervention of the Marin County Superior Court is required in an emergency. "Emergency" means an imminent threat to public health, safety or damage to property.

(3) During any mediation, arbitration or court proceeding ("proceeding"), the time for (i) performance of any obligation, (ii) exercise of any right, and (iii) cure of any default, arising under or by virtue of this Agreement, which directly relates to the proceeding, shall be tolled and extended for a period equal to the amount of time consumed by the proceeding and ending 10 business days after final written decision or Order.

(4) Before commencing mediation, the parties shall meet in person within 7 days after service of a written "notice of dispute" and negotiate in good faith in an effort



to resolve such dispute without mediation. The notice of dispute shall specify the matter in dispute.

(5) If the matter in dispute is not resolved to the satisfaction of either party, any party may give the other party notice of a demand for mediation of such dispute. The mediator shall be a licensed attorney or retired judge, shall be selected within 14 days by the parties. In default of such agreement, the current CEO of Judicial Arbitration and Mediation Services, San Francisco ("JAMS") shall select the mediator.

(6) The selected mediator shall schedule a hearing within 30 days after the date of selection and the costs of the mediation shall initially be borne equally by the parties. The mediator shall consider all information pertaining to the dispute and attempt a resolution thereof. In the event of a resolution, the costs of the mediation shall be borne by the parties as the mediator may direct.

(7) In the event that the parties cannot resolve their dispute by mediation, a binding arbitration shall be scheduled within 60 days of the mediation date. The parties shall initially share the expense of the arbitrator equally but the arbitrator may direct the apportionment of his expenses in any final decision.

(8) Each party shall, 30 days prior to the arbitration date, fully disclose all witnesses and all documents that it proposes to use at the arbitration. A copy of all documents to be used shall be exchanged 30 days before the arbitration date and signed statements from any witnesses or experts containing the substance of their testimony, including any opinions and the basis for such opinions, shall be exchanged 15 days before the hearing. The arbitrator shall exclude all evidence not so exchanged. The intent

of this provision is to require expeditious, inexpensive, full and fair discovery before the arbitration hearing.

(9) Save as set forth above, the arbitration hearing shall be subject to and governed by the California Evidence Code and California Code of Civil Procedure.

(10) Any arbitration award shall be a conclusive determination of the matter and shall be binding upon the parties and shall not be further contested by either of them. The arbitrator may award all or a portion of the costs of the arbitration against one or other party, but each party shall bear its own attorney fees regardless of the outcome.

NOTICE:

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

YOUR AGREEMENT OF THIS ARBITRATION PROVISION IS  
VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO  
SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE  
"ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL  
ARBITRATION.

DISTRICT

THE CLUBS

\_\_\_\_\_  
Marin Highlanders Rugby Football Club

\_\_\_\_\_  
Mill Valley Soccer Club

Executed the day and year first above written.

SAUSALITO MARIN CITY SCHOOL DISTRICT

By \_\_\_\_\_  
Debra Bradley, Superintendent

THE MARIN HIGHLANDERS RUGBY FOOTBALL CLUB

By \_\_\_\_\_  
Richard Gunn, President

MILL VALLEY SOCCER CLUB

By \_\_\_\_\_  
Jon Bontz, President

**C. SUPPLEMENTARY AGREEMENT:**

The following Supplementary Agreement may be severed from the Primary Agreement in the event that it does not prove feasible to complete the Agreement. Such severance shall not affect the Primary Agreement.

**I. INTRODUCTION**

1. Consistent with the District's improvements to Martin Luther King Field, The Clubs wish to construct a Facility at the Field that allows District students and The Clubs to enjoy changing, showering, storage, meeting and hosting facilities for sports and related purposes.

2. The Clubs are willing to pay for the design and construction of such Facility and/or to undertake the same on a voluntary basis, subject to the design approval of the District, such approval not to be unreasonably withheld.

3. The District desires to have a Facility at the Field that improves the Field, provides an additional educational resource for the District and enhances the value of the Field as a venue for scholastic sports and recreational use.

4. The District is authorized to enter into this agreement because:

(a) Education Code sections 17515 through 17526 authorize a school district to enter into leases and agreements relating to real property and buildings including the permanent improvement of school grounds to be used jointly by the school district and any private person, firm or corporation and

(b) Education Code section 35160 and section 14 of Article IX of the California Constitution authorize school districts to initiate and carry out any activity which is not in

conflict with any law and which is not in conflict with the purposes for which school districts are established.

## **II. AGREEMENT FOR CONSTRUCTION AND USE OF FACILITY**

1. The Clubs shall prepare plans for the design and construction of a facility ("Facility") at the Field that allows changing, showering, storage, meeting and hosting visiting teams.
2. The location and design of the Facility shall be subject to approval of the District, such approval not to be unreasonably withheld.
3. The Plans shall be submitted to the District within 6 months of the date this Supplemental Agreement and shall be approved by the District within three months thereafter. The approved plans shall be incorporated within this Agreement as Exhibit C.
4. Once the District has approved the Plans, the District shall enter into a short term lease and lease back agreement with The Clubs whereby that portion of the Field on which the facility is to be constructed will be leased to The Clubs for a period of up to 24 months.
5. Construction of the Facility shall be completed within said 24 months ("construction period") of the date of lease. Following completion of construction the lease shall revert to the District and with it the ownership of the Facility.
6. No later than 60 days prior to the commencement of construction, The Clubs shall provide the District with a Financial Statement showing that they have the cash, loan funding or in kind contributions ("funding") sufficient to construct the Facility. The Clubs may obtain funding from public and/or private sources. Within 30 days of receipt of such Financial Statement, the District shall confirm that The Clubs' funding is

acceptable. The District shall not unreasonably withhold such confirmation but, if it does so, this Supplementary Agreement shall terminate and be of no force or effect.

7. The Clubs may determine in its sole discretion at any time prior to commencement of construction that it will not be able to complete the Project and may terminate this Agreement upon written notice to District.

8. The District shall execute all necessary documents and cooperate in good faith with The Clubs and any financial institution or entity providing funding for the project so that the Project may be completed within the construction period.

9. In the event The Clubs is unable to complete the Project within 24 months or is not making substantial progress towards completion of the Project after reasonable notice, the District may, upon 30 days notice, terminate the lease and require The Clubs to remove all project materials from the Site.

10. In the event of termination of the Project for whatever reason, The Clubs shall not be required to remove any Improvements from the Site nor required to return the Site to its pre-construction condition. The District will automatically acquire the right to use the Plans and may complete the Project or return the Field to its original condition.

11. The District may use or lease the facility for school purposes but shall not impair The Clubs' the reasonable use of the facility during the rugby and soccer seasons.

12. The District will be responsible for insuring, cleaning and maintaining the Facility throughout the year and may charge user fees to those using the Facility. The Clubs will not be charged a fee for use of the Facility during the term of this Agreement but

will be responsible for cleaning and maintaining the facility during the rugby season and returning it to the District's use in like condition to that received, reasonable wear and tear excepted.

13. The Clubs and all Facility users will provide the District, in advance of use of the facility, a Certificate of insurance of comprehensive general public liability and property damage coverage for use of the Facility in the sum of at least \$10,000,000 combined single limit per occurrence and shall name the District as an additional insured on such policy. Provision of such Certificate is a condition precedent to the use of the facility. Failure to provide the Certificate required under this Agreement is a material breach of this Agreement that, unless cured within ten (10) days after written notice, shall preclude further use of the facility until an acceptable Certificate is provided.

15. The Provision of Paragraphs 8 and 9 of the Primary Agreement attached hereto, entitled Miscellaneous Provisions and Mediation respectively, are hereby incorporated into this Supplementary Agreement as if set out in full.

Executed the day and year first above written.

SAUSALITO MARIN CITY SCHOOL DISTRICT

By \_\_\_\_\_  
Debra Bradley, Superintendent

THE MARIN HIGHLANDERS RUGBY FOOTBALL CLUB

By \_\_\_\_\_  
Richard Gunn, President

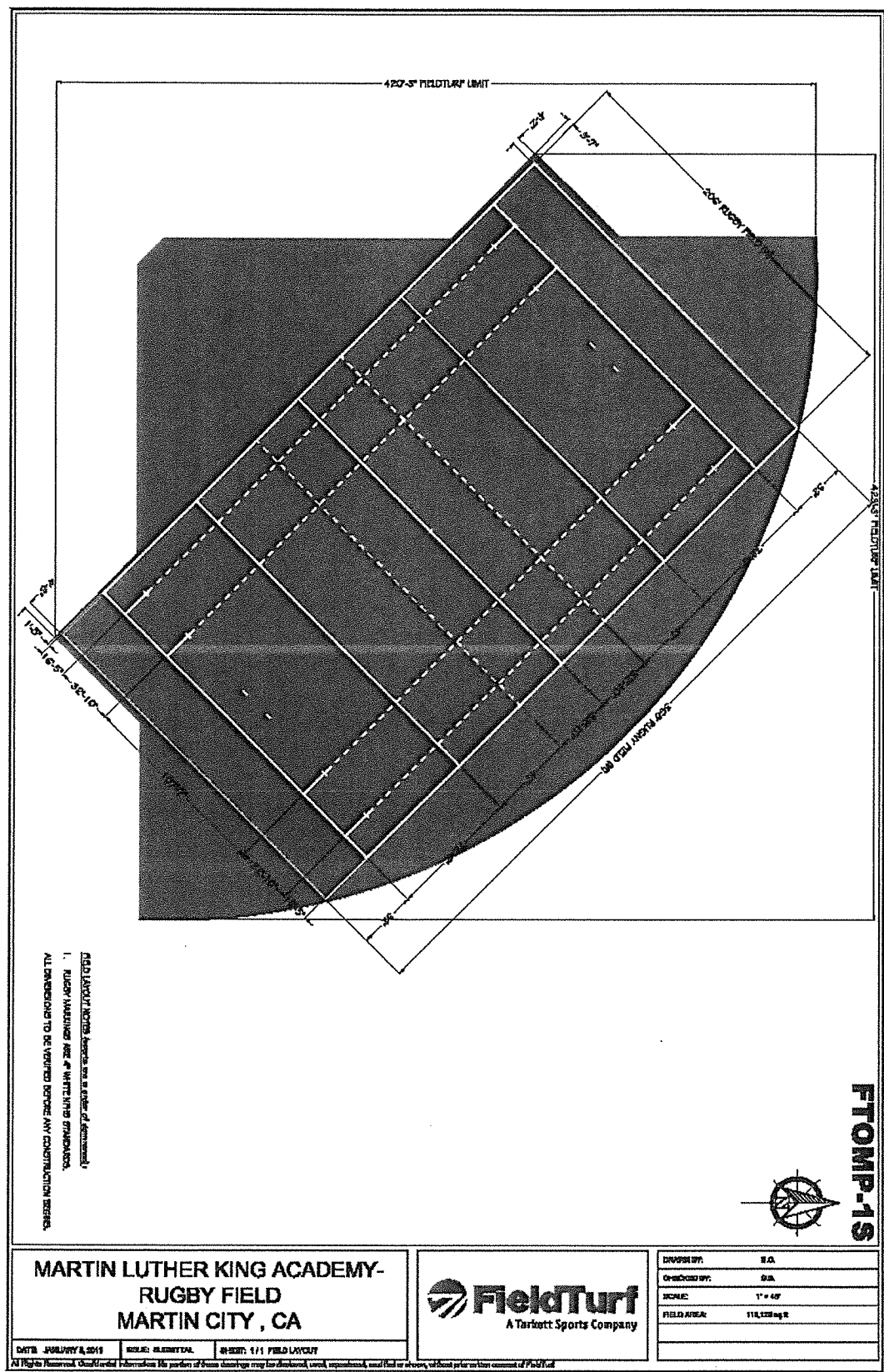
MILL VALLEY SOCCER CLUB

By \_\_\_\_\_  
Jon Bontz, President

**EXHIBIT "A"**

SEE PLAN ON PAGE 16





**EXHIBIT B****FINANCIAL PROJECTIONS**

<b>A.</b>	<b>Cost of field improvement:</b>	<b>\$1,250,000</b>
<b>B.</b>	<b>Cost of \$1,250,000 Bond at 4.5%</b>	
	30 years at c. 4.5% fixed interest (\$6,333 p.m. x 12)	\$75,990
<b>C.</b>	<b>Field Maintenance:</b>	
	Annual Field Maintenance (Cleaning, repair)	\$2,000
	<b>ANNUAL EXPENSE OF OPERATING FIELD</b>	<b>\$77,990</b>
<b>D.</b>	<b>Field User Revenue Calculation:</b>	
	Use: 50 weeks <sup>1</sup>	
	Rate: 3 hours per weekday <sup>2</sup> (5 p.m. - 8p.m.)	[15 hours]
	5 hours per weekend day <sup>3</sup>	[10 hours]
	Total Hours	[25 p. w.]
	Annual Use (25 x. 50)	[1,250 p.a.]
	(a) User Revenue @ \$50 per hour (1,250 x 50)	\$ 62,500
	Less: 15% loss of use (cancellations, gaps etc.)	(\$ 9,375)
	Less: 5% cost of administration (scheduler)	(\$ 3,125)
	<b>TOTAL ANNUAL USER REVENUE</b>	<b>\$ 50,000</b>
	<b>NET COST OF OPERATING FIELD</b>	<b>(\$ 27,990)</b>

<sup>1</sup> It could be 51 weeks even allowing for no use holidays but estimate is reasonable

<sup>2</sup> It could be 4 hours with nighttime use but estimate is reasonable

<sup>3</sup> It could be 6-7 hours but estimate is reasonable

**LONG TERM LEASE PROPOSAL BY CLUBS**

Monthly Club Rent	\$ 7,000
Annual Club Rent	\$84,000
Net Cost to District of Using and Operating Field	\$ 0
Net Revenue to District	\$ 6,010

**LONG TERM COSTS**

The Field will require replacement in 8 years. The cost should be cheaper than the current bid of \$600,000 because subsequent replacement of existing artificial turf should be easier. If the cost is \$400,000, the District will have to set aside a reserve of \$40,000 p.a. that, with excess annual revenues from the Clubs (\$6,000 p.a.) and accrued interest will meet the expected cost.

The reserve needed can be filled with potential additional income as follows:

**POTENTIAL ADDITIONAL DISTRICT INCOME:**

1. **Summer Camp Field Programs** run by private entities with scheduling handled either by District or the Clubs.

8 weeks rental @ \$4,000 per week = \$32,000

3. Revenue from **Community Events** = \$ 3,000

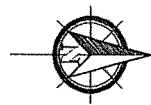
3. **Facility User Revenue** = \$ substantial additional revenue to District.

- 420'-3" FIELDTURF LIMIT



MARTIN LUTHER KING ACADEMY-  
RUGBY FIELD  
MARTIN CITY , CA

DATE: JANUARY 5, 2011	ISSUE: SUBMITTAL	SHEET: 1 / 1 FIELD LAYOUT
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# FTOMP-1S

DRAWN BY:	E.C.
CHECKED BY:	G.B.
SCALE:	1" = 45'
FIELD AREA:	118,126 sq. ft.

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

**AGREEMENT FOR PRELIMINARY SERVICES  
FOR THE CONSTRUCTION & MODERNIZATION OF  
WILLOW CREEK ACADEMY**

This Agreement is made and entered into this \_\_\_\_ day of February, the year 2011 between the Sausalito Marin City School District hereinafter referred to as "DISTRICT" and Alten Construction, Inc. hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage the Construction and Modernization of the Willow Creek Academy (collectively, the "Project").

**WHEREAS**, the Project will be located at Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965 ("Site");

**WHEREAS**, DISTRICT has retained CA Architects ("Architect") to prepare plans and specifications for the Project and DISTRICT has or will obtain approval of the Plans and different aspects of the Project from the California Division of State Architect ("DSA") as required by applicable laws;

**WHEREAS**, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from Sub-contractors, qualified vendors and suppliers and other related services in preparation for the Project's development;

**WHEREAS**, DEVELOPER represents that it is properly licensed and have the expertise and experience to obtain pricing from sub-contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

**WHEREAS**, DISTRICT and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

**WHEREAS**, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

**NOW, THEREFORE**, the parties hereto agree as follows:

## **ARTICLE I. -- SCOPE OF DEVELOPER SERVICES**

**A. Scope.** DEVELOPER, as the DISTRICT's development consultant and authorized representative as contemplated by Business and Professions Code 7040 agrees to perform the following services:

1. Review of Plans and Specifications.

- a. DEVELOPER shall work in cooperation with the DISTRICT, the DISTRICT's Architect and such other entities as DISTRICT shall designate, to review and comment on the Plans and Specifications for the Project (the "Plans and Specifications"). The Architect shall remain responsible for completing and stamping the final design documents. Notwithstanding the above, DISTRICT acknowledges that DEVELOPER is not the Architect for the Project and that DEVELOPER responsibilities and duties under this subsection shall not include the design of the Project which is the responsibility of the Architect.
- b. DEVELOPER shall assist the DISTRICT by providing detailed evaluation of the Project, including the Plans and Specifications, the proposed construction budget, schedule requirements, and the DISTRICT's project budget.
- c. DEVELOPER shall attend regular meetings during Project between the Architect, the DISTRICT, and any other applicable consultants of the DISTRICT as required.
- d. DEVELOPER shall perform one (1) analysis of the Plans and Specifications and provide DISTRICT with recommendations regarding long lead purchases.
- e. Subsequent to receipt of bids, DEVELOPER will provide a Guaranteed Project Cost (GPC) for the construction of the Project which will become the basis for the Lease Agreements.
- f. DEVELOPER will work jointly with DISTRICT and DISTRICT's attorney to prepare the Lease Agreements for approval by the DISTRICT.

**B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.

**C. Schedule.** Services outlined above will commence on the date the DISTRICT issues a notice to proceed for the Agreement, and conclude on or about April 15, 2011. It is anticipated that construction will commence on or about May 1, 2011. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to the reasonable approval in writing by the parties.

- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the GPC the DISTRICT expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

## **ARTICLE II. -- DISTRICT'S RESPONSIBILITIES**

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will prepare of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

## **ARTICLE III. -- TERMINATION**

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred, per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DISTRICT, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement which is not DEVELOPER privileged information, (the "Termination Material") as defined by law, or DEVELOPER's personnel information.

## **ARTICLE IV. -- COMPENSATION TO DEVELOPER**

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount **not to exceed \$10,000 (Ten Thousand Dollars)** for the performance of services contemplated by this Agreement. DEVELOPER

shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the DISTRICT as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the DISTRICT of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Project Cost to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specification, review and preparation of necessary documentation relating to the development of the Project, all travel related expenses, as well as for meetings with DISTRICT and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

The following rates will apply to DEVELOPER staff for the completion of the tasks as specified in Article 1. A.:

- Contractor RME/ Principle: \$125.00 per hour
- Project Superintendent: \$115.00 per hour
- Chief Estimator: \$115.00 per hour

#### **ARTICLE V.--LEASEBACK DOCUMENTS**

DISTRICT and DEVELOPER anticipate entering into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and DEVELOPER delivery of a GPC for the Project which is acceptable to the DISTRICT. Parties anticipate entering into said documents on or before April 15, 2011.

#### **ARTICLE VI. -- MISCELLANEOUS**

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless DISTRICT, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the DISTRICT from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, DEVELOPER and DISTRICT shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the DISTRICT or DEVELOPER with third parties in connection with their respective activities under this Agreement.



**B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

1. Prior to execution of this agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Contract.
3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
4. Any deductibles must be declared to, and approved by, the DISTRICT.
5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Contract.
6. DEVELOPER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract.

7. Worker's Compensation and Employer's Liability Insurance.

- a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Agreement as Exhibit A.
- b. Claims Against DISTRICT - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the DISTRICT under the provisions of said Act, for which compensation is claimed from the DISTRICT, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to DEVELOPER.

8. Comprehensive General and Automobile Liability Insurance.

- a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
- b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
  - (i) Provision or endorsement naming the DISTRICT and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.
  - (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees or volunteers

shall be in excess of DEVELOPER's insurance and shall not contribute with it.

- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Contract, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the DISTRICT.
- D. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this agreement) against either the DISTRICT or DEVELOPER.
- E. Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives **to the** other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- F. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- G. Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

**ACCEPTED AND AGREED** on the date indicated below:

**Sausalito Marin City School District**

**Alten Construction, Inc.**

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**Workers' Compensation Certificate**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1st day of February, 2011, by and between the Sausalito Marin City School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from February 1, 2011, through and including June 30, 2011, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred seventy-five dollars (\$275) per hour for shareholders, special counsel and of counsel, one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates, and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of

Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

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

SAUSALITO MARIN CITY SCHOOL DISTRICT

\_\_\_\_\_  
Debra A. Bradley, Ed. D.  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Mark W. Kelley  
Attorney at Law

*February 9, 2011*  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2011, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement

## **Bay Area Noise Control**

**662 30th Ave.**

**San Francisco, CA 94121**

**415.386.8733**

**Martin Luther King School - Marin City, CA**

**Hallway Acoustical panels Cost estimate**

**Double Face Fabric Baffles & Wall mounted acoustical panels.**

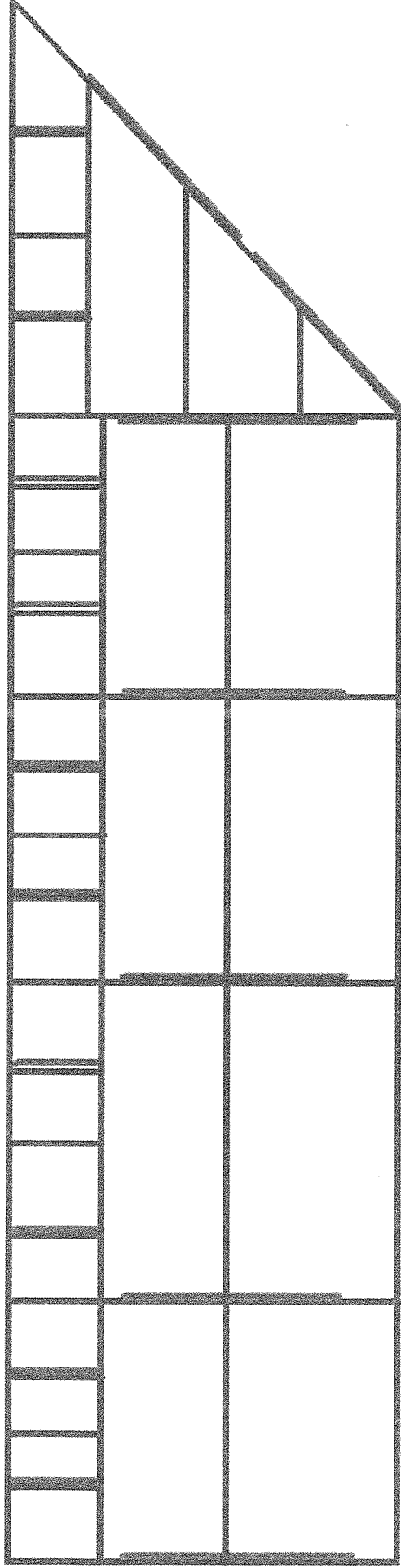
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- 10 Fabric covered Baffles - 3'x8'x2"**
  - 7 Fabric covered Baffles - 4'x8'x2"**
  - 4 Fabric covered Baffles - 2'x4'x2"**
  - 6 Wall panels - 2'x4'x2"**
- 

**TOTAL**

**\$ 18,060**





**Ceiling diagram for placement of baffles.**

**10 baffles - 3' x 8'**

**7 baffles - 4' x 8'**









1895 - 2011

## SAUSALITO MARIN CITY SCHOOL DISTRICT

630 NEVADA STREET, SAUSALITO, CA 94965

TEL (415) 332-3190; FAX (415) 332-9643

[www.sausalitomarincityschools.org](http://www.sausalitomarincityschools.org)

*Superintendent, Debra A. Bradley, Ed.D.*

*Trustees (alphabetical)*

*KAREN BENJAMIN*

*THOMAS NEWMAYER, President*

*SHIRLEY THORNTON, Ed.D*

*MARK TROTTER*

*WILLIAM J. ZIEGLER*

2/09/2011

### MEMORANDUM

To: Debra A. Bradley, Ed.D., Superintendent

From: Forrest Corson, Director of Maintenance and Operations

Subject: Director of Maintenance and Operations' Report

#### MLK:

- Mark Tong and I have been working on a plan for better connectivity for the Annex building to support the security cameras which are going to be installed next month.
- Warranty work on three of the heating units, and one of the supplemental air pumps was done.
- Annual fire inspection completed and passed.
- Rooms for the afterschool reading program in the Annex readied for use.

#### Bayside:

- Sonitrol and I did a walk through for a security camera proposal.
- Installed a light over the trash enclosure for night time safety.
- Computer for Reading Partners setup and operational for use with Accelerated Reader.

#### WCA

- Nothing to report.

Thank You

## DRUG AND ALCOHOL-FREE WORKPLACE

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 701)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, *on duty* means while an employee is on duty during both instructional and noninstructional time in the classroom or workplace, at extracurricular or cocurricular activities, or while transporting students or otherwise supervising them. *Under the influence* means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

*(cf. 4032 - Reasonable Accommodation)*

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4117.4 - Dismissal)*

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4212 - Appointment and Conditions of Employment)*

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

## **DRUG AND ALCOHOL-FREE WORKPLACE (continued)**

### **Drug-Free Awareness Program**

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 701)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

#### *Legal Reference:*

##### EDUCATION CODE

44011 Controlled substance offense

44425 Conviction of controlled substance offenses as grounds for revocation of credential

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

##### GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

##### COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

#### *Management Resources:*

##### WEB SITES

California Department of Alcohol and Drug Programs: <http://www.adp.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
November 2010

## **CHRONIC ABSENCE AND TRUANCY**

The Governing Board believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

*(cf. 5113 - Absences and Excuses)*

The Superintendent or designee shall establish a system to accurately track and monitor student attendance, including methods to identify students classified as chronic absentees and truants, as defined in law and administrative regulation.

To encourage school attendance, the Superintendent or designee shall develop strategies that focus on prevention and early intervention of attendance problems. Preventive strategies may include efforts to provide a safe and positive school environment, relevant and engaging learning experiences, and school activities that help develop students' feelings of connectedness with the schools. The Superintendent or designee also may provide incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

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

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5126 - Awards for Achievement)*

*(cf. 5131 - Conduct)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall work with students and parents/guardians to identify factors contributing to chronic absence and truancy. Based on this needs assessment, he/she shall collaborate with community agencies, including, but not limited to, child welfare services, law enforcement, courts, and/or public health care agencies, to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

*(cf. 1020 - Youth Services)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5145.6 - School Health Services)*

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

*(cf. 5147 - Dropout Prevention)*

*(cf. 5149 - At-Risk Students)*

*(cf. 6158 - Independent Study)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

## **CHRONIC ABSENCE AND TRUANCY (continued)**

*(cf. 6173.2 - Education of Children of Military Families)*  
*(cf. 6175 - Migrant Education Program)*  
*(cf. 6179 - Supplemental Instruction)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*  
*(cf. 6183 - Home and Hospital Instruction)*  
*(cf. 6184 - Continuation Education)*  
*(cf. 6185 - Community Day School)*

As required by law, habitually truant students shall be referred to a school attendance review board (SARB), a truancy mediation program operated by the county's district attorney or probation officer, and/or a juvenile court.

The Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence districtwide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time. The Superintendent or designee shall periodically report this information to the Board for purposes of evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed. As appropriate, the Superintendent or designee also shall provide this information to key school staff and community agency partners to engage them in program evaluation and improvement.

### **School Attendance Review Board**

The Board shall submit nominations to the County Superintendent of Schools for a district representative on the county SARB. (Education Code 48321)

The Board shall appoint members of the district's SARB, who may include, but are not be limited to, a parent/guardian as well as representatives of the district, county probation department, county welfare department, county office of education, law enforcement agencies, community-based youth service centers, school guidance personnel, child welfare and attendance personnel, and school or county health care personnel. (Education Code 48321)

The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

*Legal Reference: (see next page)*



## CHRONIC ABSENCE AND TRUANCY (continued)

### *Legal Reference:*

#### EDUCATION CODE

1740 *Employment of personnel to supervise attendance (county superintendent)*

37223 *Weekend classes*

41601 *Reports of average daily attendance*

46000 *Records (attendance)*

46010-46014 *Absences*

46110-46119 *Attendance in kindergarten and elementary schools*

46140-46147 *Attendance in junior high and high schools*

48200-48208 *Children ages 6-18 (compulsory full-time attendance)*

48240-48246 *Supervisors of attendance*

48260-48273 *Truants*

48290-48296 *Failure to comply; complaints against parents*

48320-48325 *School attendance review boards*

48340-48341 *Improvement of student attendance*

48400-48403 *Compulsory continuation education*

49067 *Unexcused absences as cause of failing grade*

60901 *Chronic absence*

#### GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act*

#### PENAL CODE

270.1 *Chronic truancy; parent/guardian misdemeanor*

272 *Parent/guardian duty to supervise and control minor child; criminal liability for truancy*

830.1 *Peace officers*

#### VEHICLE CODE

13202.7 *Driving privileges; minors; suspension or delay for habitual truancy*

#### WELFARE AND INSTITUTIONS CODE

601-601.4 *Habitually truant minors*

11253.5 *Compulsory school attendance*

#### CODE OF REGULATIONS, TITLE 5

306 *Explanation of absence*

420-421 *Record of verification of absence due to illness and other causes*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*School Attendance Review Board Handbook, 2009*

*School Attendance Improvement Handbook, 2000*

#### WEB SITES

CSBA: <http://www.csba.org>

Attendance Counts: <http://www.attendancecounts.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

California Department of Education: <http://www.cde.ca.gov>

## **INTERDISTRICT ATTENDANCE**

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

*(cf. 0520.3 - Title I Program Improvement Districts)*  
*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*  
*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 5118 - Open Enrollment Act Transfers)*

### **Interdistrict Attendance Permits**

Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

The Superintendent or designee shall ensure that interdistrict permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.

The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources.

### **Transportation**

The district shall not provide transportation outside any school attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside an attendance area to and from designated bus stops within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need.

### **Limits on Student Transfers out of the District to a School District of Choice**

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

*(cf. 3100 - Budget)*  
*(cf. 3460 - Financial Reports and Accountability)*

## INTERDISTRICT ATTENDANCE (continued)

The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)

### *Legal Reference:*

#### EDUCATION CODE

41020 *Annual district audits*  
46600-46611 *Interdistrict attendance agreements*  
48204 *Residency requirements for school attendance*  
48300-48316 *Student attendance alternatives, school district of choice program*  
48350-48361 *Open Enrollment Act*  
48915 *Expulsion; particular circumstances*  
48915.1 *Expelled individuals: enrollment in another district*  
48918 *Rules governing expulsion procedures*  
48980 *Notice at beginning of term*  
52317 *Regional Occupational Center/Program, enrollment of students, interdistrict attendance*

#### ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen. 132 (2004)*  
84 *Ops. Cal. Atty. Gen. 198 (2001)*

#### COURT DECISIONS

*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

### *Management Resources:*

#### WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>

## **OPEN ENROLLMENT ACT TRANSFERS**

The Governing Board desires to offer enrollment options in order to provide children with opportunities for academic achievement that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy, and administrative regulation.

Whenever a student is attending a district school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the district, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)

A parent/guardian whose child is attending a district school on the Open Enrollment List and who wishes to have his/her child attend another school within the district shall apply for enrollment using BP/AR 5116.1 - Intradistrict Open Enrollment.

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between January 4 and February 15 of the preceding school year for which the transfer is requested.

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

The Board may deny a transfer out of or into the district upon a determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355.

### **Standards for Rejection of Transfer Applications**

Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.

As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:

## **OPEN ENROLLMENT ACT TRANSFERS (continued)**

- a. The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12
- b. The site, classroom, or program exceeding the maximum student-teacher ratio specified in the district's collective bargaining agreement
- c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document
- d. The class or grade level exceeding capacity pursuant items #a-#c above in subsequent years as the student advances to other grade levels at the school

*(cf. 6151 - Class Size)*

*(cf. 7110 - Facilities Master Plan)*

2. Upon a determination that approval of the transfer application would have an adverse financial impact on the district, including:
  - a. The hiring of additional certificated or classified staff
  - b. The operation of additional classrooms or instructional facilities
  - c. Expenses incurred by the district that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students

### **Appeal Process for Denials of Transfer Applications**

A parent/guardian may appeal the district's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the district's Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut district evidence, and question any district witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.

*(cf. 9321 - Closed Session Purposes and Agendas)*

## **OPEN ENROLLMENT ACT TRANSFERS (continued)**

The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.

### **Program Evaluation**

The Superintendent or designee shall collect data regarding the number of students who transfer out of the district pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the district, the number of requests granted, denied, or withdrawn, and the district schools and programs receiving applications.

When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the district schools into which those students would normally matriculate.

The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.

*Legal Reference: (see next page)*

## OPEN ENROLLMENT ACT TRANSFERS (continued)

### *Legal Reference:*

#### EDUCATION CODE

200 *Prohibition of discrimination*

35160.5 *District policies, rules, and regulations*

46600-46611 *Interdistrict attendance agreements*

48200 *Compulsory attendance*

48204 *Residency requirements for school attendance*

48300-48316 *Student attendance alternatives, school district of choice program*

48350-48361 *Open Enrollment Act*

48915 *Expulsion; particular circumstances*

48915.1 *Expelled individuals: enrollment in another district*

52317 *Regional Occupational Center/Program, enrollment of students, interdistrict attendance*

#### FAMILY CODE

6500-6552 *Caregivers*

#### UNITED STATES CODE, TITLE 20

6316 *Transfers from program improvement schools*

#### CODE OF REGULATIONS, TITLE 5

4700-4703 *Open Enrollment Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 *Dissemination of information*

200.37 *Notice of program improvement status, option to transfer*

200.39 *Program improvement, transfer option*

200.42 *Corrective action, transfer option*

200.43 *Restructuring, transfer option*

200.44 *Public school choice, program improvement schools*

#### ATTORNEY GENERAL OPINIONS

87 *Ops.Cal.Atty.Gen. 132 (2004)*

84 *Ops.Cal.Atty.Gen. 198 (2001)*

#### COURT DECISIONS

*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

### *Management Resources:*

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

**HEALTH EXAMINATIONS**

The Governing Board recognizes that periodic health examinations of students may lead to early detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

The Superintendent or designee shall verify that students have complied with legal requirements for a comprehensive health screening, an oral health assessment, and immunizations at school entry. In addition, the district shall administer tests for vision, hearing, and scoliosis as required by law.

*(cf. 5141.26 - Tuberculosis Testing)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 5141.6 - School Health Services)*

All students who participate as cheerleaders, song leaders, or athletes in organized competitive sports shall first undergo a medical examination and submit documentation of medical clearance to the district. Upon sustaining an injury or serious illness, a student may be required to have another examination before participating further. This requirement does not apply to participants in occasional play day or field day activities.

*(cf. 5143 - Insurance)*

*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee shall ensure that staff employed to examine students exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be maintained and released only in accordance with law.

*(cf. 5125 - Student Records)*

*Legal Reference: (see next page)*



## HEALTH EXAMINATIONS (continued)

### *Legal Reference:*

#### EDUCATION CODE

44871-44879 *Employment qualifications*

48980 *Parental notifications*

49400-49414.5 *Student health, general powers of school boards*

49422 *Supervision of health and physical development*

49450-49458 *Physical examinations (of students)*

49460-49466 *Development of standardized health assessments*

#### HEALTH AND SAFETY CODE

120325-120380 *Immunization against communicable diseases*

121475-121520 *Tuberculosis tests for students*

124025-124110 *Child Health and Disability Prevention Program*

#### CODE OF REGULATIONS, TITLE 5

590-596 *Vision screening*

3027 *Hearing and vision screening for special education*

3028 *Audiological screening*

#### UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of student rights*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Expanding Access to School Health Services: Policy Considerations for Governing Boards*, November 2008

*Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools*, November 2008

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Standards for Scoliosis Screening in California Public Schools*, 2007

*A Guide for Vision Testing in California Public Schools*, 2005

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Joint Guidance on the Application of FERPA and HIPAA to Student Health Records*, November 2008

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Services/School Nursing: <http://www.cde.ca.gov/ls/he/hn>

California Department of Education, Type 2 Diabetes Information:

<http://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>

U.S. Department of Education: <http://www.ed.gov>

BP 5141.21(a)

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

The Governing Board recognizes that during the school day, some students may need to take medication prescribed or ordered by an authorized health care provider, to be functional at school and participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.

*(cf. 6159 - Individualized Education Program)*

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

If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 6116 - Classroom Interruptions)*

In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

### **Administration of Medication by School Personnel**

Any medication prescribed by an authorized health care provider may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider. (Education Code 49423; 5 CCR 600)

School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.

*(cf. 5141.24 - Specialized Health Care Services)*

To the extent that the administration of a medication, such as epinephrine auto-injector or glucagon, is authorized by law, the Superintendent or designee shall ensure that unlicensed personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*Legal Reference: (see next page)*

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

### *Legal Reference:*

#### EDUCATION CODE

48980 Notification at beginning of term  
49407 Liability for treatment  
49408 Emergency information  
49414 Emergency epinephrine auto-injectors  
49414.5 Providing school personnel with voluntary emergency training  
49422-49427 Employment of medical personnel, especially:  
49423 Administration of prescribed medication for student  
49423.1 Inhaled asthma medication  
49480 Continuing medication regimen; notice

#### BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:  
2726 Authority not conferred  
2727 Exceptions in general  
3501 Definitions

#### CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974  
1400-1482 Individuals with Disabilities Education Act

#### UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

#### COURT DECISIONS

*American Nurses Association v. O'Connell*, (2010) 185 Cal.App.4th 393

### *Management Resources:*

#### AMERICAN DIABETES ASSOCIATION PUBLICATIONS

*Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes*, May 2006

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools*, August 2007

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Training Standards for the Administration of Epinephrine Auto-Injectors*, December 2004

#### NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

*Helping the Student with Diabetes Succeed: A Guide for School Personnel*, June 2003

#### WEB SITES

CSBA: <http://www.csba.org>

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:  
<http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

BP 5141.31(a)

## IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.26 - Tuberculosis Testing)*

*(cf. 6142.8 - Comprehensive Health Education)*

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

*(cf. 5112.1 - Exemptions from Attendance)*

*(cf. 5112.2 - Exclusions from Attendance)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

Except to the extent otherwise authorized by law, each transfer student shall present evidence of immunization before he/she is admitted to school. Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5145.6 - Parental Notifications)*

### *Legal Reference:*

#### EDUCATION CODE

44871 *Qualifications of supervisor of health*

46010 *Total days of attendance*

48216 *Immunization*

48853.5 *Immediate enrollment of foster youth*

48980 *Required notification of rights*

49403 *Cooperation in control of communicable disease and immunizations*

49426 *Duties of school nurses*

49701 *Flexibility in enrollment of children of military families*

#### HEALTH AND SAFETY CODE

## IMMUNIZATIONS (continued)

120325-120380 Immunization against communicable disease, especially:  
120335 Immunization requirement for admission  
120395 Information about meningococcal disease, including recommendation for vaccination  
120440 Disclosure of immunization information  
CODE OF REGULATIONS, TITLE 5  
430 Student records  
CODE OF REGULATIONS, TITLE 17  
6000-6075 School attendance immunization requirements  
UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act  
UNITED STATES CODE, TITLE 42  
11432 Immediate enrollment of homeless children  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy

### Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
California Immunization Handbook for Schools and Child Care Programs, July 2003  
Guide to Immunizations Required for School Entry  
Guide to the Requirements of the California School Immunization Law for Parents of Children in or Entering School or Child Care  
U.S. DEPARTMENT OF EDUCATION GUIDANCE  
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009  
WEB SITES  
California Department of Education: <http://www.cde.ca.gov>  
California Department of Public Health, Immunization Branch:  
<http://www.cdph.ca.gov/programs/immunize>  
Centers for Disease Control and Prevention: <http://www.cdc.gov>  
U.S. Department of Education: <http://www.ed.gov>

**ACADEMIC STANDARDS**

The Governing Board shall adopt high standards for student achievement which challenge all students to reach their full potential and specify what students are expected to know and to be able to do at each grade level and in each area of study. These standards shall reflect the knowledge and skills needed for students to be adequately prepared for postsecondary education, employment, and responsible citizenship.

The Superintendent or designee shall provide the Board with recommended standards using a process that involves teachers, school site and district administrators, students, parents/guardians, representatives from business/industry and postsecondary institutions, and/or community members. He/she shall ensure the proper articulation of standards between grade levels and the alignment of the standards with the district's vision and goals, graduation requirements, college entrance requirements, and other desired student outcomes. He/she also shall ensure that the standards are easily understandable and measurable.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

District content standards for English language arts, English language development, mathematics, science, health education, history-social science, physical education, visual and performing arts, world languages, career technical education, and preschool education shall meet or exceed statewide model content standards adopted by the State Board of Education or the State Superintendent of Public Instruction as applicable.

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6142.2 - World/Foreign Language Instruction)*

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6178 - Career Technical Education)*

District curriculum, instruction, student assessments, and evaluations of the instructional program shall be aligned with district content standards. In accordance with Education Code 44662, standards of expected student achievement also shall be used in evaluating teacher performance.

*(cf. 0500 - Accountability)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6143 - Courses of Study)*

## **ACADEMIC STANDARDS (continued)**

*(cf. 6162.5 - Student Assessment)*

*(cf. 6190 - Evaluation of the Instructional Program)*

Teachers and school administrators shall receive ongoing professional development to inform them of changes in the standards and to build their capacity to implement effective standards-based instructional methodologies.

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall annually communicate the applicable standards to students and their parents/guardians to inform them of the expectations for student learning at their grade level.

Staff shall continually assess students' progress toward meeting the standards, report each student's progress to the student and his/her parents/guardians, and offer remedial assistance in accordance with Board policy and administrative regulation.

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6177 - Summer School)*

*(cf. 6179 - Supplemental Instruction)*

The Superintendent or designee shall ensure that district standards are regularly reviewed and updated as necessary. At a minimum, district standards shall be reviewed whenever applicable statewide standards are revised and in response to changing student needs.

*Legal Reference: (see next page)*



## ACADEMIC STANDARDS (continued)

### *Legal Reference:*

#### EDUCATION CODE

44662 *Evaluation of certificated employees*

51003 *Statewide academic standards*

60605-60605.9 *Adoption of statewide academically rigorous content and performance standards*

#### UNITED STATES CODE, TITLE 20

6311 *State academic standards and accountability for Title I, Part A*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Common Core Standards, Fact Sheet, August 2010*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2009*

*California Preschool Learning Foundations, Vol. 1, 2008*

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, March 2008*

*California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, May 2005*

*Physical Education Model Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2005*

*Visual and Performing Arts Content Standards for California Public Schools, Prekindergarten Through Grade Twelve, January 2001*

*English-Language Development Standards for California Public Schools, Kindergarten Through Grade Twelve, July 1999*

*History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998*

*Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998*

*English-Language Arts Content Standards for California Public Schools, Kindergarten Through Grade Twelve, December 1997*

*Mathematics Content Standards for California Public Schools, Kindergarten Through Grade Twelve, December 1997*

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Common Core State Standards Initiative: <http://www.corestandards.org>

Council of Chief State School Officers: <http://www.ccsso.org>

National Governors Association Center for Best Practices: <http://www.nga.org/center>

U.S. Department of Education: <http://www.ed.gov>

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2012-13 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with state and district content standards and the district's curriculum in order to ensure that they effectively support the district's adopted courses of study.

*(cf. 0440 - District Technology Plan)*  
*(cf. 6000 - Concepts and Roles)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6161 - Equipment, Books and Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6163.1 - Library Media Centers)*  
*(cf. 9000 - Role of the Board)*

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board.

This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members. (Education Code 60002)

All recommended instructional materials shall be available for public inspection at the district office.

*(cf. 5020 - Parent Rights and Responsibilities)*

Individuals who participate in the selection or evaluation of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.

*(cf. 9270 - Conflict of Interest)*

## **SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)**

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

The Board's priority in the selection of instructional materials is to ensure that all students in grades K-12 are provided with instructional materials that are aligned to state content standards in the core curriculum areas of reading/language arts, mathematics, science, and history-social science. Students in grades K-8 shall be provided with instructional materials adopted by the State Board of Education.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

### **Public Hearing on Sufficiency of Textbooks or Instructional Materials**

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks or instructional materials. (Education Code 60119; 5 CCR 9531)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing and in three public places within the district, the Superintendent or designee shall post a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

*(cf. 9322 - Agenda/Meeting Materials)*

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials in each of the following subjects which are aligned to the state content standards adopted pursuant to Education Code 60605 and consistent with the content and cycles of the state's curriculum frameworks: (Education Code 60119)

1. Mathematics

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)**

2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program

The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the state curriculum frameworks. The Board shall determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

For the 2008-09 through 2012-13 fiscal years, the Board shall also make a determination that all students within the district who are enrolled in the same course have "identical" standards-aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3, 60119, and 60422. (Education Code 1240.3, 42605)

If the Board determines that there are insufficient textbooks and/or instructional materials, the Board shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

*Legal Reference: (see next page)*

## SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

### *Legal Reference:*

#### EDUCATION CODE

1240 County superintendent, general duties  
1240.3 Definition of sufficiency for categorical flexibility  
33050-33053 General waiver authority  
33126 School accountability report card  
35272 Education and athletic materials  
42605 Tier 3 categorical flexibility  
44805 Enforcement of course of studies; use of textbooks, rules and regulations  
49415 Maximum textbook weight  
51501 Subject matter reflecting on race, color, etc.  
60000-60005 Instructional materials, legislative intent  
60010 Definitions  
60040-60052 Instructional requirements and materials  
60060-60062 Requirements for publishers and manufacturers  
60070-60076 Prohibited acts (re instructional materials)  
60110-60115 Instructional materials on alcohol and drug education  
60119 Public hearing on sufficiency of materials  
60200-60206 Elementary school materials  
60226 Requirements for publishers and manufacturers  
60240-60252 State Instructional Materials Fund  
60350-60352 Core reading program instructional materials  
60400-60411 High school textbooks  
60420-60424 Instructional Materials Funding Realignment Program  
60510-60511 Donation for sale of obsolete instructional materials  
60605 State content standards  
CODE OF REGULATIONS, TITLE 5  
9505-9535 Instructional materials, especially:  
9531-9532 Instructional Materials Funding Realignment Program

### *Management Resources:*

#### CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

#### CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

1002.90 Selection of Instructional Materials, CIL: 90/91-02

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, rev. 2000

#### STATE BOARD OF EDUCATION POLICIES

01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001

#### WEB SITES

CSBA: <http://www.csba.org>

Association of American Publishers: <http://www.publishers.org>

California Department of Education: <http://www.cde.ca.gov>

**IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION**

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)*

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

The Superintendent or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services. (Education Code 56301)

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 4112.23 - Special Education Staff)*

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

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

*(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)*

*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

*(cf. 6162.52 - High School Exit Examination)*

*Legal Reference: (see next page)*

## IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION (continued)

### *Legal Reference:*

#### EDUCATION CODE

44265.5 Professional preparation for teachers of impaired students

56000-56885 Special education programs, especially:

56195.8 Adoption of policies

56300-56304 Identification of individuals with disabilities

56320-56331 Assessment

56333-56338 Eligibility criteria for specific learning disabilities

56340-56347 Instructional planning and individualized education program

56381 Reassessment of students

56425-56432 Early education for individuals with disabilities

56441.11 Eligibility criteria, children ages 3-5

56445 Transition to grade school; reassessment

56500-56509 Procedural safeguards

#### GOVERNMENT CODE

95000-95029.5 California Early Intervention Services Act

#### CODE OF REGULATIONS, TITLE 5

3021-3029 Identification, referral and assessment

3030-3031 Eligibility criteria

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1412 State eligibility

1415 Procedural safeguards

#### CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.301-300.306 Evaluations and reevaluations

#### COURT DECISIONS

Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

### *Management Resources:*

#### FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

#### WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep/osep>

# **Sausalito Marin City School District Minutes**

Created: January 25, 2011 at 08:42 AM

## **Special Meeting**

**January 13, 2011**

**Thursday, 06:15 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President, Thomas Newmeyer, called the closed session meeting to order at 6:15 pm.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. Meeting To Review Rehabilitation Plan of Expelled Student (A)**

### **OPEN SESSION**

#### **1. Report Out from Closed Session (A)**

#### Minutes

At 6:43 pm, President Newmeyer reported out that the Board had voted 5/0 to allow Student #25379 to return to the District on a suspended expulsion, pending adherence to the Rehabilitation Plan discussed with parent and student.

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 6:44 pm.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title



# **Sausalito Marin City School District Minutes**

Created: January 25, 2011 at 08:43 AM

## **Special Meeting**

**January 13, 2011**

**Thursday, 06:45 PM**

District Office  
630 Nevada Street  
Sausalito

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### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President Thomas Newmeyer called the meeting to order at 6:45 p.m.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (B)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. With respect to every item of business to be discussed in Closed Session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (B)**

Chief Negotiator for Sausalito Marin City School District: Alison Neufeld

Negotiations with: Sausalito District Teachers Association (SDTA)

### **OPEN SESSION**

#### **1. Report Out from Closed Session (V)**

#### Minutes

President Newmeyer reported that the Board had nothing to report out from closed session.

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 7:43 p.m.

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Signature/Date

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Title

# **Sausalito Marin City School District Minutes**

Created: February 08, 2011 at 01:31 PM

## **Special Meeting**

**January 20, 2011**

**Thursday, 06:40 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the meeting to order at 6:40 pm. The Board, Superintendent and District Legal Counsel, Alison Neufeld, went immediately into closed session.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time.  
(Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. Conference with Legal Counsel, Alison Neufeld, pursuant to Government Code 54956.9(b)(1) - potential litigation (one potential case) (V)**

### **OPEN SESSION**

#### Minutes

President Newmeyer reported out from closed session that the Board had nothing to report.

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 6:53 p.m.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title

# **Sausalito Marin City School District Minutes**

*Created: February 14, 2011 at 01:48 PM*

## **Annual and Regular Board Meeting**

**January 20, 2011  
Thursday, 07:30 PM**

District Office  
630 Nevada Street  
Sausalito

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### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

Others Attending: Mark Tong, Bill Gargan, Forrest Corson, Pamela Dake, Julius Holtzclaw, Carmen Rivera, Kay Wernert, Tenisha Tate, LaDonna Bonner, Rebecca Courtney, Erica Edwards, Linda Frost, Nichole Gangitano, Jonnette Newton, Flora Sanchez, Alma Lucas, Jennifer Banks, Don Jen, Glenda Gentry, Ellen Franz, Shannon Griffin, Carol Cooper, Karen Brinkman, Tina Warren, Clark Warden, Margie Bonardi and Kathy Blazei taking minutes.

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the meeting to order at 6:55 p.m. There being no one else present, the Board, Superintendent and Legal Counsel, Alison Neufeld, went immediately into closed session.

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

Public comment was accepted following closed session from those who came to address the Board after closed session had already begun.

Julius Holtzclaw: As CSEA Chapter President-Golden Gate Chapter 394, Mr. Holtzclaw thanked the Superintendent for establishing a calendar of meetings for routine discussions with District CSEA representatives. Mr. Holtzclaw indicated that he hoped the new Board President would come and talk to chapter members. Mr. Holtzclaw stated that he is pleased with the relationship established to date and that it could become even better.

Carmen Rivera, teacher at Martin Luther King, Jr. Academy, asked what the Board's process and intent for the Superintendent's evaluation is. Ms. Rivera also asked how staff moral might be built for staff to continue to build student achievement.

Pamela Dake, speaking as a member of the public, indicated that she would like to see more transparency and community involvement (such as with the extended day program). Ms. Dake asked: What are the elements of the Superintendent's evaluation; to whom is the Superintendent

accountable, and; how does the Board evaluate the Superintendent?

## **CLOSED SESSION**

- 1. With respect to every item of business to be discussed in closed session pursuant to Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Superintendent** (V)

## **OPEN SESSION**

### Minutes

Open Session was convened at 7:34 p.m.

- 1. Report Out from Closed Session** (V)

### Minutes

President Newmeyer reported out of closed session that the Board had nothing to report.

- 2. Pledge of Allegiance** (D)

### Minutes

Trustee Benjamin led the Pledge of Allegiance.

## **ANNUAL MEETING**

### Minutes

The Annual Meeting was convened at 7:37 p.m.

- 1. Addressing the Board Prior to the Annual Meeting** (D)

Persons wishing to address the Board on items on the Annual Meeting agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

### Minutes

There was no public comment.

- 2. Approval of Annual Meeting Agenda Order** (V)

### Minutes

The Annual Meeting agenda order was approved.

Motion made by: Shirley Thornton

Seconded by: William Ziegler

### Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

- 3. Approval of the Minutes of the Last Annual Meeting held January 21, 2010** (V)

### Minutes

The minutes of the last Annual Meeting of January 21, 2010 were approved.

Motion made by: William Ziegler

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**4. Election of a Board President** (V)

Minutes

Thomas Newmeyer was elected Board President.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**5. Election of a Board Vice President** (V)

Minutes

Mark Trotter was elected Board Vice President.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. Election of a Board Clerk** (V)

Minutes

Karen Benjamin was elected Board Clerk.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**7. Appointment of a Board Secretary** (V)

Minutes

Superintendent, Debra A. Bradley, Ed. D., was appointed Board Secretary.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**8. Adjourn Annual Meeting** (U)

Minutes

The Annual Meeting was adjourned at 7:50 p.m.

**REGULAR SESSION**

Minutes

Regular session was convened at 7:51 p.m.

**1. Approval of the Regular Meeting Agenda Order** (U)

Minutes

The agenda order for the regular session was approved.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. Addressing the Board Prior to the Regular Meeting** (D)

Persons wishing to address the Board on Regular Session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

There was no public comment.

**PRESENTATIONS AND RECOGNITION**

**1. Pre K to 3 Literacy Grant Sausalito Marin City School District** (D)

In Spring 2010, the Marin Community Foundation invited the Sausalito Marin City School District to apply for a Pre school to elementary school grant to strengthen literacy achievement at the primary grades. The Pre K to 3 Design Team will present information on the 'historical' grant from its beginning in 2007 to its accomplishments here to date. Members of the Pre K to 3 Design Team include:

Kay Wernert, Executive Director, Marin Head Start  
Erica Edwards, Co-Lead Teacher, Marin Head Start  
Rebecca Courtney, Co-Lead Teacher, Marin Head Start  
Linda Frost, Facilitator, (Compliments of Marin Community Foundation)

Alma E. Lucas, Parent, Bayside Elementary School and Marin Head Start  
Jonnette Newton, Principal, Bayside Elementary School  
Jennifer Banks, Kindergarten Teacher, Bayside Elementary School  
Flora Sanchez, Paraprofessional-Grade 3 and K-5 ELD Support, Bayside Elementary School  
Nichole Gangitano, Program Manager, Reading Partners  
Tenisha Tate, Social Worker/Community Outreach Coordinator, Sausalito Marin City School District  
LaDonna Bonner, Project Coordinator, Marin City School Readiness Project  
Lynda Storek, PAR (Teacher Coach), Sausalito Marin City School District  
Debra A. Bradley, Ed.D., Superintendent, Sausalito Marin City School District

### Minutes

Superintendent Bradley introduced Mr. Don Jen, Program Director for Education for Marin Community Foundation, and Ms. Tina Warren, who works with the Marin Child Care Commission and is also liaison at Marin County Office of Education to the Pre to 3 Initiative.

Bayside Principal, Jonnette Newton, introduced members of the Pre to 3 Design Team.

Team members took turns presenting various elements of a Power Point presentation which included:

- Relationships 2007 – Systems 2011
- Opportunity Presented by Marin Community Foundation
- The Six Initiative Elements
- Progress to Date
- Pre-K/K Collaboration to Date
- Next Steps.

Research, training, process development, alignment, program building and parent engagement were discussed. The team's enthusiasm was apparent as they addressed each element in detail during this first year of collaboration. Ms. Newton promised that there is much more to come!

## **2. Stephen Roatch Accountancy Corporation, Certified Public Accountants (D)**

The California Education Code requires a school district to have an independent audit of its budgeting practices in all account areas. Our Auditor, Mr. Habbas Nassar, Vice President of Stephen Roatch Accountancy Corporation, Folsom CA, will present the District audit for the 2009/2010 school year.

### Minutes

Mr. Habbas Nassar reviewed the District audit, to include audit adjustments, reserves, findings and recommendations.

District Business Manager, Margie Bonardi, was questioned by Trustees Trotter and Newmeyer about the audit's mention of attendance records that could not be located. Margie Bonardi clarified that what could not be located were the 'source documents', paper forms teachers were taking [daily] attendance on that would be asked for if there was a state department attendance audit. The District does have the electronic entrance and electronic reports. Attendance taking has since been updated; teachers electronically enter attendance directly into the Aeries system on a daily basis. At month's end, the school secretaries print a report for the month which the teacher signs. The overall process has been the same for several years.



Mr. Nassar also reviewed audits associated with the Bond.

The Board will consider approval of the audit reports elsewhere on the agenda.

### **3. Recognition of Bayside Fourth Grade Teacher, Ellen Franz (D)**

The National Board for Professional Teaching Standards (NBPTS) has renewed the National Board Certification of Ms. Ellen Franz. National Board Certified Teachers are required to meet high and rigorous standards through intensive study, expert evaluation, self-assessment and peer review. The Board will recognize Ms. Franz's accomplishment.

#### Minutes

In recognition of the achievement of Ms. Ellen Franz, the Board and Superintendent presented Ms. Franz with the certificate issued by the National Board for Professional Teaching Standards, which is in effect until November 30, 2020.

## **EDUCATION**

### **1. After School Education and Safety Program 2011/2014 Request for Renewal Application**

(D)

The California Department of Education (CDE) has renewal cycles for districts involved in the After School Education and Safety Program. It is time for our District to submit a renewal application. The Boys and Girls Club has worked in conjunction with personnel of Willow Creek Academy, Sausalito Marin City School District and the District Board After School Committee on the renewal application. The Board will consider the renewal application which is due to CDE by February 15, 2011.

#### Minutes

Area Director, Shannon Griffin, Boys & Girls Club, presented the After School Education and Safety Program 2011/2014 Request for Renewal Application, which includes a required early release form.

Ms. Griffin responded to a question from President Newmeyer that the Boys & Girls Club is serving 80-90 students per day, with more students on a waiting list. The Boys & Girls Club is at budget for staff.

The renewal application was approved by the Board.

Motion made by: Shirley Thornton

Seconded by: Karen Benjamin

#### Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes

Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. Principal's Report - Bayside Elementary School** (D)  
Minutes

Bayside Principal, Jonnette Newton's report included information on:

- Work with George Perry & Associates on classroom observations, followed by professional development using what was seen during the day's observations as a basis for discussions.
- Think/Pair/Share
- Student writings - third grade examples were read out loud to demonstrate students' development of writing skills.

**3. Principal's Report - Martin Luther King, Jr. Academy** (D)  
Minutes

Interim Principal, Karen Brinkman, reported that:

- Staff continues the work reported at the last Board meeting
- A long term math substitute teacher is being sought.

**4. Head of School's Report - Willow Creek Academy** (D)  
Minutes

Head of School, Carol Cooper's report included information on:

- Toast to Teachers, Friday, February 11, 6:00 to 8:00 p.m. at The Bay Model, an event sponsored by the WCA Foundation
- California Charter Schools Association ZOOM Program - 3 teachers will be trained who in turn will train other WCA staff
- The in-progress Art Walk, with music provided by students
- The success of the Spanish program.

**5. Golden Bell Outstanding Program Recognition** (D)

Board consideration of an application to the Marin County Office of Education for recognition of the Sausalito Marin City School District Arts Education Demonstration Project (AEDP) Grant Program  
Minutes

Superintendent Bradley explained this year's program component for Golden Bell Awards. The District requested Board approval to submit an application for the District's widely appreciated visual arts program.

The Board approved the application.

Motion made by: Shirley Thornton

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. Enrollment Report (D)**

Enrollment report: Includes student enrollment at Bayside School, Martin Luther King Jr. Academy and Willow Creek Academy, effective January 12, 2011.

Minutes

Margie Bonardi reviewed District enrollment as of January 12, 2011:

- Bayside Elementary 122
- Martin Luther King, Jr. Academy 44
- Willow Creek Academy 215

Total District enrollment is 381.

**BUDGET**

**1. Resolution #630 In Support of Full Funding of County Mental Health Services for Students with Disabilities (V)**

The concern and consequences of reductions to county mental health services across the state was discussed in December. All school districts in Marin County are being encouraged to pass this resolution and forward it to Governor Brown.

Minutes

Resolution #630 was approved by the Board on a Roll Call vote.

Motion made by: Mark Trotter

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. District Annual Financial/Audit Report for Year End June 30, 2010 (V)**

Mr. Habbas Nassar, Vice President, Stephen Roatch Accountancy Corporation, will review the District audit, including the financial and performance audits for Bond Fund #21. The Board will consider acceptance of the audit reports.

Minutes

All District Annual Financial/Audit Reports for Year End June 30, 2010 were approved by the Board.

Motion made by: Thomas Newmeyer

Seconded by: William Ziegler

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**3. Willow Creek Academy Annual Financial/Audit Report for Year End June 30, 2010** (P)

The Board will consider acceptance of the audit report for Willow Creek Academy.

Minutes

WCA Treasurer, Clark Warden, presented the WCA audit report. Mr. Warden indicated that, as funds in the amount of \$44,000 had now been authorized for spending, WCA is considering ways to use the funds, including more support at the administrative level.

The District Board accepted the WCA Annual Financial/Audit Report for Year End June 30, 2010.

Motion made by: Karen Benjamin

Seconded by: William Ziegler

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**4. Willow Creek Academy Financial Report** (D)

Minutes

No verbal report was made.

**5. Declaration to Exception to Class Size Maximum** (P)

Small School Districts may qualify to receive Class Size Reduction funding for classes with an average of up to 22 pupils. In order to qualify, a district must have only one school that serves kindergarten and grades one through three, there can be no more than 2 classes per participating grade level, and the school district's governing board must make a statement or public declaration that all possible alternatives to averaging have been exhausted and the district is unable to achieve the 20:1 ration in a way that is educationally acceptable.

Minutes

The Board voted to make the following statement: All possible alternatives to averaging have been exhausted and the District is unable to achieve the 20:1 ration in a way that is educationally acceptable.

Motion made by: Mark Trotter

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. 2010-11 Operations Application for Class Size Reduction** (P)

Districts wishing to participate in the Class Size Reduction (CSR) Program are required to submit

an Operations Application to the CA Department of Education. These estimated pupil enrollment counts will be used to calculate provisional funding for school districts. Final apportionment will be based on actual enrollment data submitted on Form J-7CSR which is due in May.

Minutes

The Board approved the 2010-11 Operations Application for Class Size Reduction.

Motion made by: Shirley Thornton

Seconded by: Mark Trotter

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**7. Budget Update - Governor's 18 Month Budget Proposal (D)**

Minutes

Superintendent Bradley and District Business Manager, Margie Bonardi, reported attending a workshop in Sacramento on January 14. They noted that there will be no mid-year cuts. The Governor has since declared an emergency budget session on January 20.

**FACILITIES**

**1. McGuire and Hester Contract (Phase 1) Final Billing (V)**

Board ratification of signed Change Order #4 for distribution

Minutes

Senior Project Manager, Bill Gargan, and District Business Manager, Margie Bonardi reported that the Phase I Budget Facility Fund 49 ending balance is currently \$740,552.

The Board ratified Change Order #4.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**CONSENT AGENDA**

Minutes

**M/s/c - Roll Call Trotter/Benjamin Ayes 5 Noes 0** to approve or accept Items 1 - 12 of the Consent Agenda.

**1. Approval of the Minutes of the Organizational and Regular Meeting of December 7, 2010**

(V) (C)

**2. Approval of the Minutes of the Facilities Committee Meeting of December 15, 2010**

(V) (C)

**3. Approval of the Minutes of the 9:30 AM Special Board Meeting of December 15, 2010**

(V) (C)

**4. Approval of the Minutes of the 5:00 PM Special Board Meeting of December 15, 2010**

(V) (C)

**5. Approval of the Minutes of the 3:30 PM Special Board Meeting of January 4, 2011**

(V) (C)

**6. Approval of the Minutes of the 4:45 PM Special Board Meeting of January 4, 2011**

(V) (C)

**7. Acceptance of the Facilities Committee Meeting Minutes of May 27, 2010**

(V) (C)

**8. Williams Quarterly Report**

(V) (C)

**9. Payment of Warrants**

(V) (C)

Payment of warrants under:

Batch 33 VOIDED

Batch 34 Fund 01 in the amount of \$58,666.41

Batch 34 Fund 13 in the amount of \$5,083.36

Batch 34 Fund 40 in the amount of \$1,009.20

Batch 35 Fund 01 in the amount of \$245,229.01

Batch 35 Fund 13 in the amount of \$4,537.18

Batch 35 Fund 40 in the amount of \$126,538.41

Batch 36 Fund 01 in the amount of \$66,415.36

Batch 36 Fund 13 in the amount of \$4,240.70

Batch 36 Fund 40 in the amount of \$2,645.00

Batch 37 Fund 01 in the amount of \$111,562.95

Batch 37 Fund 13 in the amount of \$3,789.83

Batch 37 Fund 40 in the amount of \$52,905.06

**10. 2010-11 Certificated Seniority List**

(V) (C)

Current list for 2010-11 of certificated teachers with seniority date and credentials held

**11. Extended Learning Program Coordinator .80 FTE Position**

(V) (C)

Position is for a .80 Full Time Equivalent Extended Learning Program Coordinator for Martin Luther King Jr. Academy

**12. New Hire Sauntheri Spoering as the Extended Learning Program Coordinator, .80 FTE**

(V) (C)

Hire Sauntheri Spoering as the Extended Learning Program Coordinator, a .80 FTE position. This position is Categorically funded. Start date: Jan. 20, 2011

**ADMINISTRATIVE AND EXTERNAL**

**1. Board Policy Updates (D)**

The California School Boards Association (CSBA) Manual Maintenance Service has issued updated board policies (11/10 Policy Manual Maintenance Packet). The Board will conduct a first reading of updates for:

Board Policy 4020 Drug and Alcohol-Free Workplace  
Board Policy 5113.1 Chronic Absence and Truancy  
Board Policy 5117 Interdistrict Attendance  
Board Policy 5118 Open Enrollment Act Transfers (New)  
Board Policy 5141.21 Administering Medication and Monitoring Health Conditions  
Board Policy 5141.3 Health Examinations  
Board Policy 5141.31 Immunizations  
Board Policy 6011 Academic Standards  
Board Policy 6161.1 Selection and Evaluation of Instructional Materials  
Board Policy 6164.4 Identification and Evaluation of Individuals for Special Education

Minutes

The Board conducted a first reading of board policy updates as presented. The second reading and Board action will be placed on the Board's meeting agenda for February.

**2. Board Master Calendar for the 2010/2011 School Year (D)**

Board consideration of Board Master Calendar for the 2010/2011 school year.

Minutes

The Board Master Calendar for the 2010/2011 School Year was acknowledged.

**3. Proposed Meeting Dates for Joint Board Meeting: Sausalito Marin City School District Board of Trustees and Willow Creek Academy Board of Directors (D)**

Minutes

The Board and Superintendent considered the date of February 17 for a joint meeting of the District Board of Trustees and the Willow Creek Academy Board of Directors. The meeting will be scheduled at 5:00 p.m. in the District Office, pending the availability of the WCA Board. Superintendent Bradley will contact WCA Board President, Orlando Lobo.

**REPORTS**

**1. President's Report (D)**

Minutes

President Newmeyer reported attending an excellent panel discussion during the Martin Luther King, Jr. Day celebration in Marin City.

**2. Board Member Reports (D)**

Minutes

Trustee Thornton reported her attendance at the Martin Luther King, Jr. Day celebration in Marin City too, where she also observed many positive things happening at the MLK garden.

Trustee Trotter reported that he had received proposals from Mill Valley Youth Soccer and the Rugby club to renovate the MLK field and create an after school sports program. Trustee Trotter requested a discussion of the proposals at the next Board meeting with an invitation to

representatives of those organizations to attend.

Trustee Thornton requested that sound issues at Martin Luther King, Jr. Academy be addressed. Forrest Corson, Director of Maintenance and Operations, responded that he has looked into companies that reduce sound and will bring information and costs to the February Board meeting for discussion.

Trustee Benjamin discussed a particular movie on Martin Luther King, Jr. and recommended that students of Martin Luther King, Jr. Academy and Willow Creek Academy be scheduled for a joint discussion after viewing the movie, along with the school history teachers. Superintendent Bradley will coordinate the event.

### **3. Superintendent's Report** (D) Minutes

Superintendent Bradley reported attending the Martin Luther King, Jr. Day celebration in Marin City, emphasizing that there were excellent presenters on timely events. Superintendent Bradley also reported that on January 19, teachers from all three District schools had an opportunity to discuss potential summer 2011 programs with representatives of Aim High and The Hannah Project. A parent meeting may also be scheduled.

## **SAVE THE DATE**

### **1. Future District Board Meeting Dates**

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. \*The first meeting date of each month will be allocated to, additional special meetings on bond and facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

February 10\*  
February 17  
March 10\*  
March 24  
April 7\*  
April 28  
May 12\*  
May 26  
June 9 - Two meetings in June  
June 23  
July 28 - One July meeting – summer break  
August 11\*  
August 25  
September 8\*  
September 22  
October 13\*  
October 27  
November 17 - One November meeting – holidays  
December 8\*  
December 15



## **2. Future Charter School Board Meeting Dates**

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

February 16  
March 16  
April 20  
May 18  
June 15

## **3. Upcoming Events and Important Dates**

January 20 - Art Walk; 5:00 pm; Bayside Multipurpose Room

February 3 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

February 11 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

February 17 - Parent Institute; Money for College; Facilitated by 10,000 Degrees; Parent Center\*; 5:30 pm

February 21-25 - Winter Recess – All Schools

February 21 - Presidents' Day

March 3 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 10 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 15 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 17 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 29 - MLK Parent Student Teacher Conferences; MLK Minimum Day

March 31 - MLK Parent Student Teacher Conferences; MLK Minimum Day

April 11-15 - Spring Recess – All Schools

April 15 - Classified In Lieu Day

April 20 - Parent Institute; Family Literacy Night; MLK, 200 Phillips Drive; 6:00 pm

\*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

## **ADJOURNMENT**

### Minutes

**M/s/c Trotter/Thornton/all** to adjourn at 9:45 p.m.

---

Signature/Date

---

Title

# **Sausalito Marin City School District Minutes**

*Created: February 14, 2011 at 09:48 AM*

## **Facilities Committee Meeting**

**January 25, 2011  
Tuesday, 02:00 PM**  
District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Thomas Newmeyer  
Mark Trotter  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Mark Trotter and Superintendent Bradley participated via teleconference.

Bill Ziegler was absent.

Others Attending: Forrest Corson, Phil Kerr, Josh Cohn, Orlando Lobo, Margie Bonardi and Kathy Blazei taking minutes.

### **CALL TO ORDER**

#### Minutes

The meeting was called to order at 2:03 p.m.

### **BUDGET**

#### Minutes

No discussion.

### **ROLES AND RESPONSIBILITIES**

#### Minutes

Phil Kerr distributed a document titled Phase II: Chain of Command that he had prepared.

Mr. Kerr indicated that the Project Manager should be either Mark Trotter or Thomas Newmeyer and he indicated the need to identify a Field Construction Manager.

Mr. Trotter stated that the District cannot afford the overhead of a Construction Manager. Mr. Kerr agreed that with the right contractor, this role could be eliminated.

Mr. Newmeyer emphasized the need for someone to have authority to make decisions. Mr. Newmeyer recommended that person be someone on the Facilities Committee. Ms. Bonardi explained that the owner's representative must represent the District and she recommended someone with authority to commit District resources. Ms. Bonardi did not believe that person should be the architect.

Mr. Trotter recommended contracting with Bill Gargan as consultant only, at a fixed amount.

Mr. Kerr recommended a single person be named for the contractor to report to rather than to the entire Facilities Committee. Mr. Newmeyer encouraged the person be someone routinely available.

Mr. Trotter advised that the District needs a general contractor who will accept bringing the project in on budget.

Mr. Kerr reported that the design had been reworked to bring costs down. Mr. Trotter urged beginning the RFQ process right away and simultaneously getting the plans to DSA.

Mr. Trotter encouraged leaving landscape in and letting the contractor determine what, if anything, should be left out. Mr. Cohn suggested a base contract with landscape as an alternate. Ms. Bonardi wondered whether lease lease-back contracts are going to be as specific to detail as construction company contracts. Mr. Trotter again stated that the complete project should be described; it is contractor's job to bring the project to completion.

Mr. Cohn asked who pulls the permit. Mr. Trotter clarified that the contractor does. Mr. Cohn asked who takes the plans to DSA. Mr. Trotter responded that, normally, the architect does.

Mr. Lobo suggested meeting with a contractor at the next meeting. Superintendent Bradley reported that Bob Alten sent a draft contract after last time. Ms. Bonardi clarified that District attorneys can review a proposed contract.

Mr. Cohn recalled the committee's goal of a completion date of August 15; plans go to DSA at the end of February/beginning of March; the general contractor has to have time to get on board. Mr. Cohn advised that usually he would be going to DSA with the general contractor. Mr. Kerr recommended that Mr. Cohn keep working on plans for submittal to DSA. Ms. Bonardi reported that the District would have to advertise the RFQ. Mr. Kerr was hopeful that a general contractor could be given plans by the end of February.

Mr. Trotter recommended that, if Mr. Cohn has plans far enough along, a meeting be scheduled with Mr. Alten to discuss them. Superintendent Bradley offered to contact Mr. Alten.

Mr. Kerr emphasized there was still the need for a Board member to represent the District. Mr. Trotter agreed to do that. Mr. Newmeyer offered to replace Mr. Trotter at some point, if needed.

Mr. Trotter recommended that Mr. Newmeyer be on the phone when the meeting with Mr. Alten takes place.

Superintendent Bradley reminded committee members that committee decisions cannot be left to a single person. Ms. Bonardi added that to keep dollars under control, a formal process, where committee and Board formalize what is being spent/what is authorized for payment, should be used.

Mr. Kerr reiterated Mr. Trotter's earlier recommendation to make every contract a not to exceed amount.

Mr. Trotter advised WCA representatives to make sure WCA has everything in the contract it wants before the contract is finalized. Mr. Kerr reported that landscape and interiors were not final at this point. Mr. Trotter recommended funds be set aside for those types of requests, but to make the contract as inclusive as possible.

## **REVIEW CURRENT PLAN/BUDGET**

### Minutes

No discussion.

## **SCHEDULE**

### Minutes

No discussion.

**NEXT STEPS/NEXT MEETING**

Minutes

Superintendent Bradley will coordinate a meeting as described above.

**ADJOURNMENT**

Minutes

The meeting was adjourned at 2:53 p.m.

---

Signature/Date

---

Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SAUSALITO, CALIFORNIA**

**BOARD OF TRUSTEES  
SPECIAL MEETING  
MINUTES**

February 1, 2011

**CLOSED SESSION: 5:40 PM  
OPEN SESSION: 6:46 PM**

**MEMBERS PRESENT:**

**Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter, via teleconference  
William J. Ziegler**

**Debra A. Bradley, Superintendent and Secretary to the Board**

Others Present: Legal Counsel, Alison Neufeld

---

President Newmeyer called the meeting to order at 5:40 p.m.

**Call to Order**

**CLOSED SESSION**

**CLOSED SESSION**

There being no one present for public comment, the Board and Legal Counsel, Alison Neufeld, went immediately into closed session

**OPEN SESSION**

**OPEN SESSION**

Open Session was convened at 6:46 p.m.

President Newmeyer reported that the Board had nothing to report out of closed session.

**Report Out**

The meeting was adjourned at 6:48 p.m.

**ADJOURNMENT**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title

# **Sausalito Marin City School District Minutes**

Created: February 14, 2011 at 02:02 PM

## **Facilities Committee Meeting**

**February 08, 2011**

**Tuesday, 04:00 PM**

District Office

630 Nevada Street

Sausalito

### **Attendees**

Thomas Newmeyer

Mark Trotter

William Ziegler

Debra Bradley

*non-voting*

### **Meeting Minutes**

Others in Attendance: Margie Bonardi and Kathy Blazei taking minutes

### **CALL TO ORDER**

#### Minutes

The Facilities Committee meeting was called to order at 4:02 pm. There was no public comment.

### **FACILITIES**

#### **1. Phase II: Identification of Owner's Representative as Project Manager - Bruce Huff**

(F)

##### Minutes

Trustee Newmeyer advised committee members that Mr. Bruce Huff would be willing to serve as Project Manager for Phase II without cost to the District. Bruce Huff would be the point of contact.

**M/s/c Newmeyer/Ziegler/all** to name Bruce Huff as the Project Manager and Owner's representative for Phase II.

This decision of the committee will be agendized for ratification by the full Board at their board meeting of February 17, 2011.

Motion made by: Thomas Newmeyer

Seconded by: William Ziegler

##### Votes

Thomas Newmeyer Yes

Mark Trotter Yes

William Ziegler Yes

#### **2. Professional Services Contracts**

(F)

A. Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy with Alten Construction, Inc.

B. Agreement for Professional Services with Dannis Woliver Kelley

##### Minutes

Superintendent Bradley distributed for committee review an Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy with Alten Construction, Inc. Superintendent Bradley will also obtain legal counsel review of the Agreement. No action was taken at this meeting.

Superintendent Bradley distributed for committee review an Agreement for Professional Services with Dannis Woliver Kelley for Phase II. Superintendent Bradley was asked to request an estimate for services and/or incorporate a not to exceed amount in the Agreement. No action was taken at this meeting.

### **3. Safety Issues (V)**

Review of and Discussion  
Minutes

Superintendent Bradley reported that she had received a letter and photo from Orlando Lobo regarding the well-travelled embankment leading up to the WCA kindergarten and first grade classrooms. In his letter, Mr. Lobo requested a modest staircase be constructed along the pathway already created leading up to the classrooms from the basketball courts. Following discussion, the committee agreed that JVL Landscaping should be hired to perform the work at a cost not to exceed \$14,000, which would include a DSA compliant rail. Trustee Ziegler suggested that the expense be funded from Fund 49. The work will be scheduled during mid-winter break in February if possible.

### **ADJOURNMENT**

Minutes

The meeting was adjourned at 4:19 pm.

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Signature/Date

---

Title



# **Sausalito Marin City School District Minutes**

Created: February 14, 2011 at 02:03 PM

## **Special Meeting**

**February 08, 2011**

**Tuesday, 04:20 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Also in attendance: David Zapol, Kate Tallant

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the special meeting to order at 4:22 pm.

#### **1. Addressing the Board (D)**

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

#### Minutes

There was no public comment.

### **STUDY SESSION**

#### **1. Study Session (F)**

The Board will continue their discussion on Strategic Initiative/Planning.

#### Minutes

Board discussions continued

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 8:00 pm.

Signature/Date

Title

**Sausalito Marin City School District**  
**Field Trip Request**

Please complete and submit to Principal at least one month before field trip date.

Request Date Jan. 19, 2011 Destination Wildcare

Address 76 Albert Park Lane. S.R. 94901

Teacher(s) Jennifer Banks

Grade(s) K # Children 17 # Adults 5 Reservation Made yes

Trip Date Feb. 10, 11 Alternate Date ✓

Departure Time 10:15am Pick Up @ Field Trip Site Bayade @ 12:45

Transportation: School Bus ☒ Private Car ☐ Walking ☐ Public Transport ☐

Funding Source: District ☐ Other ☒ # of Lunches Needed 17

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Jennifer Banks

Expenses (itemized) All expenses paid by Grant from Wildcare

Name & Title of Person Offering Program Anya 453-1010 ex. 12

Standard Supported (in detail): Life Science: Different types of plants & animals inhabit the earth. Students know how to observe

1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed. →
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

**For District Use**

Funding Source NA

Verification of Fund Availability [Signature] Business Manager

**Disposition**

Approved ☒ Denied ☐ Date 1/27/11 [Signature], School Principal

Approved ☐ Denied ☐ Date           , Superintendent

Approved ☐ Denied ☐ Date           , Board of Trustees

9/14/09

Business Office

[Signature] 2/2/11

(Standards cont'd)  
and describe the similarities & differences in the  
appearance and behavior of plants & animals

# 2010-11 Consolidated Application for Funding Categorical Aid Programs (Part II)

California Department of Education

Consolidated Application

<b>Purpose:</b> To declare the agency's intent to apply for 2010-11 funding of Consolidated Categorical Aid Programs.		Agency: Sausalito Marin City <hr/> CD code: <table border="1" style="display: inline-table; text-align: center; width: 100px;"> <tr> <td style="width: 15%;">2</td> <td style="width: 15%;">1</td> <td style="width: 15%;">6</td> <td style="width: 15%;">5</td> <td style="width: 15%;">4</td> <td style="width: 15%;">7</td> <td style="width: 15%;">4</td> </tr> </table>		2	1	6	5	4	7	4
2	1	6	5	4	7	4				
<b>CDE Contact:</b> Anne Daniels - 916-319-0295 - ADaniels@cde.ca.gov		Dates of project duration: July 1, 2010 -- June 30, 2011								
<b>Legal status of agency:</b> <input checked="" type="checkbox"/> School District <input type="checkbox"/> County Office of Education <input type="checkbox"/> Direct-Funded Charter		Do not return the paper copy of this form to the California Department of Education.  The ConApp must be submitted electronically using the ConApp Data System (CADS).								
Date of approval by local governing board: 02/17/2011		<b>Advisory Committees:</b> The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs or programs for English learners.								
Signature-District Advisory Committee (DAC)	02/03/2011 Date	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">         OR, for each committee, check the appropriate box to the right       </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> Committee is N/A         </div> <div style="text-align: center;"> <input type="checkbox"/> Committee refused to sign         </div> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input checked="" type="checkbox"/> Committee is N/A         </div> <div style="text-align: center;"> <input type="checkbox"/> Committee refused to sign         </div> </div>								
Signature-District English Learner Advisory Committee (DELAC)		_____ Date								
<b>Certification:</b> I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.										
Signature of authorized representative	Debra A. Bradley	Superintendent	02/04/2011 Date							
Printed name of authorized representative										
<input checked="" type="checkbox"/> Electronic certification HAS been completed. <input type="checkbox"/> Electronic certification has NOT been completed.										

# 2010-11 District Allocation of EIA Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Economic Impact Aid (EIA) funds for 2010-11. The results from this page are used to make school-level allocations on page 31.		Agency: Sausalito Marin City	
<b>CDE Contact:</b> Mark Klinester 916-319-0420 MKlinester@cde.ca.gov Chimeng Yang 916-319-0678 CYang@cde.ca.gov		CD code: 2   1   6   5   4   7   4	
<input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.			
SACS Resource Codes: 7090/7091			
Economic Impact Aid (EIA)			
1.	2010-11 entitlement	88,032	
2.	Transferred in (+)	0	
3.	2009-10 carryover (as of 6/30/10) (+)	35,295	
4.	Repayment of funds (+)	0	
5.	Subtotal (line 1 + 2 + 3 + 4) (=)	123,327	
6.	Reserved for indirect costs (up to 3%) (-)	3,690	
7.	Administration and evaluation (up to 10%) (-)	6,000	
8.	EIA activities operated by the district (up to 2%) (-)	2,466	
9.	EIA security (may not exceed 32 cents per pupil) (-)	0	
10.	EIA alternative (-)	0	
11.	Adjusted total allocation* (line 5 - 6 - 7 - 8 - 9 - 10) (=)	111,171	

\* Line 11 to be allocated to schools.

# 2010-11 District Allocations of EIA Funds to Schools

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate EIA funds to schools. Amounts allocated to schools as indicated on this page must be reflected in the Single Plan for Student Achievement.				<b>Agency:</b> Sausalito Marin City										
<b>CDE Contact:</b> EIA-SCE: Richard Graham 916-319-0303 <a href="mailto:RGraham@cde.ca.gov">RGraham@cde.ca.gov</a> <b>EIA-LEP:</b> Mark Klinesterker 916-319-0420 <a href="mailto:MKlinesterker@cde.ca.gov">MKlinesterker@cde.ca.gov</a>				<b>CD code:</b> <table border="1"> <tr> <td>2</td> <td>1</td> <td>6</td> <td>5</td> <td>4</td> <td>7</td> <td>4</td> </tr> </table>				2	1	6	5	4	7	4
2	1	6	5	4	7	4								
<input checked="" type="checkbox"/> The LEA wishes to manually enter LEP & SCE site allocations				<input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.										
1. Total EIA Allocation		2. Standard Per Pupil EIA/LEP		3. Requested Per Pupil EIA/LEP		4. Per Pupil EIA/SCE								
111,171		\$ 0.0000		\$ 0.0000		\$ 0.0000								
B		C		D		E								
SCE Eligible		SCE Funded		Number of LEP Students		Number of EDY Students								
Yes				30		38								
Yes				0		5								
5. Total EDY at Schools Eligible for SCE		43		8. Totals		70,129								
6. Total LEP at Schools NOT Eligible for SCE		0		9. Total Allocation Balance		0								
7. Total EDY at Schools funded with SCE		0												

# 2010-11 Federal Transferability

California Department of Education

Consolidated Application

<b>Purpose:</b> To compute the amount of money being transferred to and from various federal programs.		Agency: Sausalito Marin City	
		CD code:	2   1   6   5   4   7   4

**CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov**

**Notes:**

**Federal transferability is governed by Title VI in ESEA Section 6123. You may transfer a maximum of 50 percent of any program to other programs.**

☐ This district has been identified as a Program Improvement (PI) LEA under ESEA Section 1116 and may only transfer 30 percent of the funds and those funds must be used for PI activities. A single school district (SSD) or a direct-funded charter (DFC) school whose only school is in PI and operating as a Targeted Assistance School (TAS), for the purpose of federal transferability the LEA is restricted to the 30% limit. If the SSD or DFC is operating as a Schoolwide Program (SWP) school, this restriction does not apply.

**2010-11 programs affected by transferability:**

Title I, Part A  
Title II, Part A (Teacher and Principal Training and Recruiting)  
Title II, Part D (Enhancing Education Through Technology)  
Title IV, Part A (Safe and Drug Free Schools and Communities)

		Amounts Transferred to These Programs				Amounts Retained in Original Program
2010-11 Program Entitlements		Title I, Part A (Basic Grant)	Title II, Part A	Title II, Part D	Title IV, Part A	
Title II, Part A	\$ 27,257	\$ 0		\$	0 \$	0 \$ 27,257
Title II, Part D		\$ 0	\$ 0		\$ 0	
Title IV, Part A		\$ 0	\$ 0	0 \$		
Totals transferred and used for:		\$ 0	\$ 0	\$ 0	\$ 0	

# 2009-10 Title I, Part A Carryover Calculation and Waiver Request

California Department of Education

Consolidated Application

<b>Purpose:</b> To calculate Title I, Part A and applicable, American Recovery and Reinvestment Act, Title I, Part A (ARRA), carryover from fiscal year 2009-10; and, if necessary, to apply for a carryover waiver. <b>Note:</b> ARRA on this page refers to only the ARRA Title I, Part A funds.		<b>Agency:</b> Sausalito Marin City	
<b>CDE Contact:</b> Jyoti Singh 916-319-0372 JySingh@cde.ca.gov Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov		<b>CD code:</b> 2   1   6   5   4   7   4	
<b>Note:</b> Title I, Part A, carryover is limited to 15% unless the LEA received less than \$50,000 in Title I, Part A and ARRA funds in fiscal year 2009-10.		<input type="checkbox"/> This page is not applicable because the LEA did not receive Title I, Part A or ARRA funds in 2009-10.	

A. Carryover Calculation		B. Waiver Determination & Request (if line 13 exceeds 15% complete this section)	
1. 2009-10 Title I, Part A Entitlement amount*	\$ 94,891	<input type="checkbox"/> 1. This waiver is not applicable because the LEA received less than 50,000 in Title I, Part A and ARRA funds.	
2. Transferability - Transfers-in per Section 6123, ESEA	\$ 0	<input type="checkbox"/> 2. LEA is completing Section C to apply for a waiver to carry over any Title I, Part A funds in excess of 15%. This is not applicable for LEAs with ARRA funds.	
3. 2008-09 Title I, Part A Carryover as of June 30, 2009	\$ 5,032	<input type="checkbox"/> 3. LEA is not eligible for a waiver because the LEA received a waiver in one of the last two years and the LEA did not receive ARRA funds. **	
4. Total 2009-10 Title I, Part A funds (Total lines 1 through 3)	\$ 99,923	<input type="checkbox"/> 4. LEA elects not to request a waiver. **	
5. 2009-10 Expenditures and Encumbrances as of June 30, 2010 (7/1/09 to 6/30/10)	\$ 92,441	<input type="checkbox"/> 5. The LEA is requesting CDE to waive the 15 percent carryover limit under ESEA, Title I, Section 1127(b)(2). The LEA received supplemental funds under ARRA.	
6. 2009-10 Carryover as of June 30, 2010	\$ 7,482	<b>C. Waiver Request Details</b> (applicable only for LEAs with no ARRA funds)	
7. Carryover percent as of June 30, 2010 (line 6 / (line 1 + line 2) * 100)	7.88%	Describe major activities to be funded by the carryover amount on line 12	
8. 2009-10 Expenditures and Encumbrances as of September 30, 2010 (7/1/09 to 9/30/10)	\$ 99,923	Amount Budgeted	
9. 2009-10 Title I, Part A Carryover as of September 30, 2010	\$ 0	1. \$ 0	
10. 2009-10 ARRA Entitlement	\$ 39,171	2. \$ 0	
11. 2009-10 ARRA Carryover as of September 30, 2010	\$ 0	3. \$ 0	
12. Total Title I, Part A and ARRA Carryover as of September 30, 2010	\$ 0	4. \$ 0	
13. Carryover percent as of September 30, 2010 (line 12 / (line 1 + line 2 + line 10) * 100)	0.00%	5. \$ 0	
Total (lines C1 through C6)		6. \$ 0	



# 2010-11 District Allocations of Title I, Part A Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title I, Part A, funds for 2010-11. The total Title I, Part A administrative costs are included on lines seven and eight.		Agency: Sausalito Marin City							
		CD code:		2	1	6	5	4	7
<b>CDE Contact:</b> <i>Monique Moton</i> 916-319-0733 <i>MMoton@cde.ca.gov</i> <i>Paul Jacobs</i> 916-319-0256 <i>PJacobs@cde.ca.gov</i>		<input type="checkbox"/> This page is not applicable because the LEA did not apply for Title I, Part A funds on page 2 of the ConApp.							
Description		SACS Resource Code: 3010							
		Title I, Part A							
1.	2010-11 Title I, Part A entitlement	98,591							
2.	Transferred in (+)	0							
3.	2010-11 amount after transfer (line 1 + 2)	98,591							
4.	2009-10 carryover	7,482							
5.	Repayment of funds (+)	0							
6.	Total approved allocation (line 3 + 4 + 5)	106,073							
7.	Reserved for indirect costs (-)	3,182							
8.	Reserved for administration (-)	0							
9.	Adjusted total allocation (line 6 - 7 - 8)	102,891							

# 2010-11 Title I, Part A Reservations (Required)

California Department of Education

Consolidated Application

<b>Purpose:</b> To report LEA reservations for Title I, Part A before distributing funds to schools. All reservations reported on this page, <b>except for lines 5-9</b> , are used to provide direct services to eligible Title I, Part A students.		<b>Agency:</b> Sausalito Marin City <b>CD code:</b> 2   1   6   5   4   7   4	
<b>CDE Contact:</b> Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov Bob Storelli 916-319-0482 BStorelli@cde.ca.gov		<input type="checkbox"/> This page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.	
<b>A.</b> Adjusted total allocation (line 9 on page 34) 102,891		<b>2.</b> Program Improvement (PI) Schools: Public School Choice 0	
<b>B.</b> Calculation of Equitable Services Percent		<b>3.</b> PI Schools: Supplemental Educational Services (SES) 0	
<b>1.</b> Number of public schools expected to receive Title I, Part A funds per page 8 2		<b>4.</b> PI Schools: Parent outreach and assistance for Choice and SES 0	
<b>Within the attendance areas of these participating schools:</b>		<b>PI LEA:</b>	
<b>2.</b> Number of private school children from low-income families 0		a. Professional Development (PD) (minimum 10%*) set-aside 0	
<b>3.</b> Total number of children from low-income families 0		b. 2009-10 PI PD set-aside carryover 0	
<b>4.</b> Percent of Private School Children from low-income families (line 2 ÷ line 3) 0.00%		c. Total PI set-aside (line 5a + line 5b) 0	
<b>C.</b> Required Reservations		<input type="checkbox"/> If reservation is less than 10%, check below: Professional Development funds from PI school-level set-asides will be used to help meet LEA 10% reservation	
<b>1.</b> Reservation for Parent Involvement <input checked="" type="checkbox"/> No reservation is mandated because 1% of line 3 on page 34 is \$5,000 or less		<b>6.</b> Direct and indirect services to homeless children, regardless of their school of attendance 2,350	
a. Reserved for Parent Involvement (must be a minimum of 1%)* 0		<b>7.</b> Direct and indirect services to children in local institutions for neglected children Check if district does not have local institutions for neglected children or children currently classified as neglected <input checked="" type="checkbox"/> 0	
b. Private school set-aside (% of private school children x reservation) 0		<b>8.</b> Direct and indirect services to children in local institutions for delinquent children 0	
c. Amount remaining 0		<b>9.</b> Direct and indirect services to neglected or delinquent children in community day school programs 0	
d. Public school distribution (95% of "Amount remaining")** 0		<b>10.</b> Total Required Reservations 2,350	
e. Balance available for LEA-level parental involvement activities 0			

\*of line 3 on page 34

\*\*see instructions

2010-11 ConApp, Part II, page 35 Date: 02/08/2011

# 2010-11 Title I, Part A Reservations (Allowed)

California Department of Education

Consolidated Application

<b>Purpose:</b> To report LEA reservations for Title I, Part A before distributing funds to schools. All reservations reported on this page are used to provide direct services to eligible Title I, Part A students.		Agency: Sausalito Marin City CD code: 2   1   6   5   4   7   4	
<b>CDE Contact:</b> Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov Bob Storelli 916-319-0482 BStorelli@cde.ca.gov		<input type="checkbox"/> The page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.	

1.	Total Required Reservations (page 35, line 10)	\$	2,350	Summer school or intersession programs or before and after school programs - Not PI activities	
2.	Program Improvement schools: teacher incentives and rewards (maximum 5%*)	\$	0	a. Total reservation	\$ 0
3.	Professional Development: highly qualified teachers and paraprofessionals - PI activities	\$	0	b. Reservation for equitable services for private school participants (line 8a. x line B4. on page 35)	\$ 0
4.	Professional Development: highly qualified teachers and paraprofessionals - Not PI activities	\$	3,000	c. Reserved for public schools (line 8a. - line 8b.)	\$ 0
	a. Total reservation	\$	3,000	9. Salary differentials	\$ 0
	b. Reservation for equitable services for private school participants (line 4a. x line B4. on page 35)	\$	0	10. Preschool	\$ 0
	c. Reserved for public schools (line 4a. - line 4b.)	\$	3,000	11. Capital expenses reserved for private schools	\$ 0
5.	Assistance to schools - PI activities	\$	0	12. Total Allowable Reservations (sum of lines 2 through 11)	\$ 3,000
6.	Assistance to schools - Not PI activities	\$	0	13. Total LEA Reservations (line 1+ line 12)	\$ 5,350
	a. Total reservation	\$	0	Final adjusted allocation (line A. on page 35 - line 13) (must be allocated to schools in column J on page 37)	
	b. Reservation for equitable services for private school participants (line 6a. x line B4. on page 35)	\$	0	a. Title I, Part A, School Allocation:	\$ 97,541
	c. Reserved for public schools (line 6a. - line 6b.)	\$	0	b. Parental Involvement:	\$ 0
7.	Summer school or intersession programs or before and after school programs - PI activities	\$	0	c. Private School Set-aside:	\$ 97,541

# 2010-11 District Allocations or Title I, Part A Funds to Schools

California Department of Education

Consolidated Application

**Purpose:** To calculate and indicate the amount of funds to be allocated to eligible Title I, Part A public schools and for services to eligible students in private schools. The allocations on this page are to provide direct services to eligible Title I students.

Agency:

Sausalito Marin City

CD code:

2 | 1 | 6 | 5 | 4 | 7 | 4

**CDE Contact:** Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov  
Judi Brown 916-319-0942 JBrown@cde.ca.gov

☐ The page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.

A	B	C	D	E	F	G	H	I	J
Name of School School Code	Grade Span Group	Percent of Low-income Students	Number of Low-income Students	Title I, Part A \$ per Low-income Student	Site-Level Carryover, If Applicable	Title I, Part A (D x E + F = G)	Title I, Part A (Parent Involvement for ESEA, Sec. 1118)	Participating Private School Set-aside	Title I, Part A Total (G + H + I)
Bayside 6024889	1	92.4	110	641.7200	0	70,589	0	0	70,589
Martin Luther King, Jr., Academy 6097695	2	87.5	42	641.7200	0	26,952	0	0	26,952
New Village School, The 6138143	P	0.0	0	0.0000	0	0	0	0	0
Women Helping All People 7101843	P	0.0	0	0.0000	0	0	0	0	0
Adjusted total allocations						97,541	0	0	97,541

# 2010-11 Title I, Part A Program Improvement (PI) Activities and Expenditures Report

California Department of Education

Consolidated Application

<b>Purpose:</b> To report mid-year activities and expenditures and funds encumbered on ESEA Public School Choice (Choice) and Supplemental Educational Services (SES).		<b>Agency:</b> Sausalito Marin City	
<b>CDE Contact:</b> Lana Zhou 916-319-0956 LZhou@cde.ca.gov Sandi Ridge 916-319-0243 SRidge@cde.ca.gov		<b>CD code:</b> 2   1   6   5   4   7   4	
<input checked="" type="checkbox"/> This page is not applicable because the LEA did not have schools in Program Improvement in 2010-11.			
<b>A. Program Improvement Activities</b>		<b>2010-11 Mid-Year Report</b>	
1.	The number of students in PI schools Year 1 and beyond who applied for Choice under the Elementary and Secondary Act (ESEA).	0	
2.	The number of students who transferred from PI schools Year 1 and beyond to attend non-PI schools under ESEA.	0	
3.	The number of students who transferred from PI schools Year 1 and beyond to attend non-PI schools under a local or state school choice program.	0	
4.	The number of students in PI schools Year 2 and beyond who applied for SES.	0	
5.	The number of students in PI schools Year 2 and beyond who received SES.	0	
<b>B. Expenditures of Funds Encumbered for Choice Transportation and SES</b>		<b>2010-11 Mid-Year Report</b>	
		Title I, Part A Funds	Non-Title I, Part A Funds
1.	Expenditures and funds encumbered for Choice transportation for students who transferred from PI schools to non-PI schools under ESEA.	0	0
2.	Expenditures and funds encumbered for SES for eligible students enrolled in PI schools Year 2 and beyond.	0	0
3.	Expenditures and funds encumbered for parent outreach activities for Choice and SES.	0	0
4.	Total mid-year expenditures and funds encumbered for Choice and SES (B1. + B2. + B3.).	0	0

# 2010-11 District Allocation of Title I, Part D Neglected, Delinquent, or At-Risk Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title I, Part D Neglected, Delinquent, or At -Risk funds for 2010-11.		<b>Agency:</b> Sausalito Marin City	
<b>CDE Contact:</b> Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov Jeff Breshears 916-319-0745 JBreshears@cde.ca.gov		<b>CD code:</b> 2   1   6   5   4   7   4	
<input checked="" type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.		<b>SACS Resource Code:</b> 3025	
<b>Description</b>		<b>Title I, Part D, Subpart 2</b>	
1.	2010-11 entitlement	0	
2.	2009-10 carryover (as of 6/30/10)	0	
3.	Repayment of funds	0	
4.	Total approved allocation (line 1 + 2 + 3)	0	
5.	Reserved for indirect costs	0	
6.	Reserved for administration	0	
7.	Adjusted total allocation (line 4 - 5 - 6)	0	

# 2010-11 District Allocation of Title II, Part A Improving Teacher Quality Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title II, Part A Improving Teacher Quality funds for 2010-11.		<b>Agency:</b> Sausalito Marin City		<b>CD Code:</b> 2   1   6   5   4   7   4	
<b>CDE Contact:</b> Jackie Rose 916 322-9503 JRose@cde.ca.gov Kelly Heffington 916 324-5689 KHeffington@cde.ca.gov		<input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.			
<b>A.</b> All LEAs complete this section		<b>B.</b> Only ESEA Section 2141 LEAs complete this section			
<b>Description</b>		<b>Amount</b>		<input type="checkbox"/> This section is N/A because LEA is not in 2141 <input checked="" type="checkbox"/> The LEA certifies it will follow the agreement of 2141	
1.	2010-11 entitlement	27,257	<b>Description</b>		<b>Amount</b>
2.	Transferred in (+)	0	Professional Development		
3.	Transferred out (-)	0	A 1. Professional Development for Teachers		22,716
4.	2010-11 amount after transfer (lines 1 + 2 - 3) (=)	27,257	A 2. Professional Development for Administrators		2,500
5.	2009-10 carryover (as of 06/30/2010) (+)	0	A 3. Subject Matter Project		0
6.	Repayment of funds (+)	0	<b>Exams and Test Prep</b>		
7.	Funds available for flexible use under Rural Education Achievement Program (REAP)*	0	B 1. Exam Fees, Reimbursement		0
8.	Total approved allocation (line 4 + 5 + 6) (=)	27,257	B 2. Test preparation training and/or materials		0
9.	Reserved for indirect and administrative costs (-)	2,041	<b>Recruitment, Training, and Retaining</b>		
10.	Adjusted total allocation (line 8 - 9) (=)	25,216	C 1. Recruitment Activities		0
			C 2. Hiring Incentive, Relocation allotment		0
			C 3. National Board Certification and/or Stipend		0
			C 4. VPSS		0
			C 5. University Course Work		0
			<b>Total Budgeted Amount</b>		<b>25,216</b>

\*If page 2 indicates participation in Title VI, Subpart 1, REAP Flexibility, this will be line 1 - line 3 + line 5 + line 6; otherwise it will be zero.

# 2010-11 District Allocation of Title III, Part A Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title III, Part A funds for 2010-11.  <b>CDE Contact:</b> Immigrant: Clifton Davis 916 323-5808 CDavis@cde.ca.gov LEP: Patty Stevens 916 323-5838 PSTevens@cde.ca.gov		Agency: Sausalito Marin City	
		CD code: 2   1   6   5   4   7   4	
		<input checked="" type="checkbox"/> This page is not applicable because the LEA is not participating in Title III, Part A.	
		SACS Resource Code: 4201	SACS Resource Code: 4203
Description		Title III, Part A (Immigrant)	Title III, Part A (LEP)
1.	2010-11 entitlement	0	0
2.	2009-10 carryover (as of 6/30/10)	0	0
3.	Repayment of funds	0	0
4.	Total approved allocation (line 1 + 2 + 3)	0	0
5.	Reserved for administration and indirect costs (2% cap on Limited English Proficient (LEP))	0	0
6.	Adjusted total allocation (line 4 - 5) for LEA use only	0	0



# 2010-11 Title III Immigrant Expenditure Report

California Department of Education

Consolidated Application

<b>Purpose:</b> To report expenditures of Title III Immigrant funds for fiscal year 2010-11.		Agency: Sausalito Marin City	
		CD Code: 2   1   6   5   4   7   4	
<b>CDE Contact:</b> Clifton Davis 916-323-5808 CDavis@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA is not participating in Title III Immigrant during 2010-11.	
Sub grantee Activities			
Section 3115 (e)(1)  (e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH- (1) IN GENERAL- An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children; (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth; (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds; (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services; (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.	2010-11 Entitlement from line 1 on page 41	\$ 0	
	Object Code	Activities	Expenditures
	1000-1999	Certificated Personnel Salaries	\$ 0
	2000-2999	Classified Personnel Salaries	\$ 0
	3000-3999	Employee Benefits	\$ 0
	4000-4999	Books and Supplies	\$ 0
	5000-5999	Services & Other Operating Expenditures	\$ 0
		Administrative & Indirect Costs	\$ 0
		Total	\$ 0

# 2010-11 Title III LEP Expenditure Report

California Department of Education

Consolidated Application

<b>Purpose:</b> To report expenditures of Title III LEP funds for fiscal year 2010-11.		Agency: Sausalito Marin City							
		CD Code:		2	1	6	5	4	7
<b>CDE Contact:</b> <i>Patty Stevens 916-323-5838 PStevens@cde.ca.gov</i>		<input checked="" type="checkbox"/> This page is not applicable because the LEA is not participating in Title III LEP during 2010-11.							
<b>Required and Authorized Sub grantee Activities</b>									
<b>Required</b> Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.  Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.		2010-11 Entitlement from line 1 on page 41		\$		0			
<b>Authorized</b> Section 3115(d) (1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services (5) Improving the English proficiency and academic achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.		<b>Object Code</b>		<b>Activities</b>		<b>Expenditures</b>			
		1000-1999		Certificated Personnel Salaries		\$		0	
		2000-2999		Classified Personnel Salaries		\$		0	
		3000-3999		Employee Benefits		\$		0	
		4000-4999		Books and Supplies		\$		0	
		5000-5999		Services & Other Operating Expenditures		\$		0	
				Administrative and Indirect Costs (2% Cap)		\$		0	
				Total		\$		0	

# 2009-10 and 2010-11 Title III Cash Management Report

California Department of Education

Consolidated Application

<b>Purpose:</b> To report Title III LEP and/or Immigrant Program expenditures for the 2009-10 and 2010-11 allocations. Consortia Lead is responsible for reporting the entire consortia application.		<b>Agency:</b> Sausalito Marin City	
<b>CDE Contact: Immigrant: Clifton Davis 916 323-5808 CDavis@cde.ca.gov</b> <b>LEP: Patty Stevens 916 323-5838 PSTevens@cde.ca.gov</b>		<b>CD Code:</b> 2   1   6   5   4   7   4	
<input checked="" type="checkbox"/> The page is not applicable because the LEA did not participate in either type of funding.			

Description	Allocation Issued Fiscal Year 2009-10		Allocation Issued Fiscal Year 2010-11	
	Immigrant (SACS 4201)	LEP (SACS 4203)	Immigrant (SACS 4201)	LEP (SACS 4203)
1. Entitlement	\$ 0	\$ 0	\$ 0	\$ 0
2. Total expended to date (07/01/09 - 12/31/10)	\$ 0	\$ 0		
3. Total expended to date (07/01/10 - 12/31/10)			\$ 0	\$ 0
4. Unexpended funds (line 1 - line 2) or (line 1 - line 3)	\$ 0	\$ 0	\$ 0	\$ 0
5. Interest earned	\$ 0	\$ 0		

# 2009-10 Title IV, Part A (SDFSC), Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

<b>Purpose:</b> To report expenditures and determine available budget resources and to calculate Title IV, Part A (SDFSC), carryover from 2009-10.		Agency: Sausalito Marin City	
<b>CDE Contact:</b> Shalonn Woodard 916-319-0197 SWoodard@cde.ca.gov Stephanie Papas 916 445-8441 SPapas@cde.ca.gov		CD code: 2   1   6   5   4   7   4	
<input type="checkbox"/> The page is not applicable. The LEA did not participate in Title IV, Part A (SDFSC), in 2009-10.			
<b>A. Title IV, Part A Annual Fiscal Report</b>		<b>B. Title IV, Part A Carryover Calculation</b>	
1. 2009-10 entitlement amount (must be spent by 9/30/11)	1,482	9. Unspent 2008-09 funds: If line 8 is greater than or equal to line 6, this is "0." If line 6 is greater than line 8, this is line 6 minus line 8. These unspent funds reverted 9/30/10. CDE will bill the LEA for these funds.	0
2. Transferability - Transferred in for Title IV, Part A (SDFSC), use per Section 6123, ESEA	0		
3. Transferability - Transferred out of Title IV, Part A (SDFSC), for use in another program per Section 6123, ESEA	0		
4. 2009-10 REAP funds from other programs flexibly used for Title IV (SDFSC) per Section 6211, ESEA	0	10. Balance to be carried forward into 2010-11 (line 7 minus lines 8 and 9)	0
5. 2009-10 Title IV (SDFSC) REAP funds flexibly used for other ESEA programs per Section 6211, ESEA	0		
6. 2008-09 Title IV (SDFSC) Carryover funds (must have been spent or obligated by 9/30/10)	0	11. Percent (%) of 2009-10 entitlement to be carried into 2010-11 (line 10 divided by line 1 times 100). If more than 25 percent, complete the bottom section of this page.	0.00%
7. Total 2009-10 Resources	1,482		
8. Total 2009-10 Expenditures and Encumbrances	1,482		
<b>C. Title IV, Part A Carryover Request Justification</b>			
1. Explanation of why these funds could not be spent during fiscal year 2009-10. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2009-10 Title IV, Part A (SDFSC), entitlement.)		2. Description of how these carryover funds will be used to implement the SDFSC Program in fiscal year 2010-11.	
Note: Carryover funds must be spent in accordance with the provisions set forth in Public Law 107-110, Elementary and Secondary Education Act, Title IV, Part A SDFSC.			

# 2009-10 TUPE Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

**Purpose:** To determine available budget resources from previous years and to calculate Tobacco-Use Prevention Education (TUPE) carryover from 2008-09.

Agency:

Sausalito Marin City

CD code:

2 | 1 | 6 | 5 | 4 | 7 | 4

**CDE Contact:** Shalonn Woodard 916-319-0197 SWoodard@cde.ca.gov  
Stephanie Papas 916 445-8441 SPapas@cde.ca.gov

☒ The page is not applicable. The LEA did not have any 2007-08 or 2008-09 TUPE carryover funds.

## A. TUPE Annual Fiscal Report

## B. 2009-10 TUPE Carryover Calculation

1. 2009-10 entitlement	N/A
2. 2008-09 TUPE carryover funds (must be spent or obligated by 6/30/11)	0
3. 2007-08 TUPE carryover funds (must have been spent by 6/30/10)	0
4. Total 2009-10 TUPE resources (sum of lines 2 and 3)	0
5. Total 2009-10 Expenditures/Encumbrances	0

2007-08 unspent TUPE funds* (if line 5 is less than line 3, this is line 3 - line 5) (if line 5 is greater than or equal to line 3, this is "0")	0
7. 2008-09 TUPE carryover funds	0
8. 2009-10 TUPE carryover funds	N/A
9. Percent (%) of 2009-10 entitlement to be carried into 2010-11 (line 7 plus line 8 divided by line 1 times 100). If more than 25 percent, complete the bottom section of this page.	N/A

## C. TUPE Carryover Request Justification

1. Explanation of why these funds could not be spent during the 2009-10 fiscal year. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2009-10 TUPE entitlement.)

2. Description of how these carryover funds will be used to implement TUPE in the 2010-11 fiscal year.

Note:

This section is not applicable in the 2010-11 ConApp

Note:

This section is not applicable in the 2010-11 ConApp

\*These funds reverted 6/30/10. CDE will bill the LEA for these funds.

# 2010-11 Consolidation of ESEA Administrative Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To declare the agency's intent to consolidate ESEA administrative funds and identify what programs will be included in the consolidation.		Agency: Sausalito Marin City	
<b>CDE Contact:</b> Julie Brucklacher 916-327-0858 JBruckla@cde.ca.gov		CD code: 2   1   6   5   4   7   4	
<p>Notes:</p> <ol style="list-style-type: none"> <li>Section 9203 of the Elementary and Secondary Education Act of 1965, as amended by the NCLB Act of 2001, allows an LEA to consolidate, for the administration of one or more programs under ESEA (or such other programs as the U.S. Secretary of Education shall designate), not more than the percentage, established in each program, of the total available for the LEA under those programs.</li> <li>Refer to the instructions for the maximum amount of administrative funds from the different ESEA titles that may be consolidated.</li> <li>An LEA that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year (ESEA Sec. 9203(c)).</li> <li>Pooled costs may be treated as one cost objective. An LEA is not required to keep separate records, by individual program, to account for costs relating to the administration of the programs included in the consolidation (ESEA Sec. 9203(e)).</li> <li>CDE approval to consolidate administrative funds is valid only for the fiscal year requested.</li> </ol>		<input type="checkbox"/> This page is not applicable because the LEA did not participate in any of the listed programs.	
The programs for which this agency is requesting to consolidate administrative funds are indicated by a check in the "YES" box below.			
SACS Code	Programs	Yes	No
3010, 3011	Title I, Part A (Basic Programs)		X
3060	Title I, Part C (Migrant Education)		X
3025, 3026	Title I, Part D (Neglected and Delinquent Children)		X
4035	Title II, Part A (Teacher Training and Recruiting)		X
4036	Title II, Part A (Principal Training and Recruiting)		X
4045, 4047	Title II, Part D (Enhancing Education Through Technology)		X
4201	Title III (Immigrant Students)		X
4203	Title III (LEP Students)		X
3710	Title IV, Part A (Safe and Drug-Free Schools and Communities)		X
4124	Title IV, Part B (21st Century Community Learning Centers)		X

# October 2010 School-Level Free and Reduced-Price Meals Eligibility Data Collection

California Department of Education

Consolidated Application

<b>Purpose:</b> To collect data used for LEA grant determinations for Title I, Part A as well as several other state and federal categorical programs. Additionally, the data will be used on the Title I ranking page of Part I of the 2011-12 ConApp.		Agency: Sausalito Marin City							
		CD code:		2	1	6	5	4	7
<b>CDE Contact: 916-323-8068 frpminfo@cde.ca.gov</b>									
A		B	C	D	E	F			
		Number of Enrolled Students Ages 5-17							
Name of School	Charter School Number	Lowest Grade Served	Highest Grade Served	Enrolled	Eligible for Free Meals*		Eligible for Reduced-Price Meals*		
Bayside									
6024889		KK	05	124	112		3		
Martin Luther King, Jr., Academy		06	08	47	42		0		
6097695									

\*Eligibility tables can be found at <http://www.cde.ca.gov/ls/hu/sn/eligmaterials.asp>

# 2010-11 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

<b>Purpose:</b> To maintain a complete listing of contact information for each district.		<b>Agency:</b> Sausalito Marin City						
		<b>CD code:</b> <table border="1"> <tr> <td>2</td> <td>1</td> <td>6</td> <td>5</td> <td>4</td> <td>7</td> <td>4</td> </tr> </table>		2	1	6	5	4
2	1	6	5	4	7	4		
<b>CDE Contact:</b> Linda Parker 916-319-0297 LParker@cde.ca.gov								
<b>Consolidated Application</b>	<b>Name</b> Margaret Bonardi	<b>Title</b> Business Manager	<b>Salutation</b> Ms.					
	<b>Phone</b> (415) 332-3190 Ext. 15	<b>FAX</b> (415) 332-9643	<b>E-mail</b> mbonardi@marin.k12.ca.us					
<b>Title I, Part A</b> <input type="checkbox"/> Contact is N/A	<b>Name</b> Bennetta McLaughlin	<b>Title</b> CPM Coordinator	<b>Salutation</b> Ms.					
	<b>Phone</b> (415) 332-3190 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> bmclaughlin@marin.k12.ca.us					
<b>Title I, D, Neglected or Delinquent</b> <input checked="" type="checkbox"/> Contact is N/A	<b>Name</b>	<b>Title</b>	<b>Salutation</b>					
	<b>Phone</b> ( ) - Ext.	<b>FAX</b> ( ) -	<b>E-mail</b>					
<b>Parent/Family Involvement</b> <input type="checkbox"/> Contact is N/A	<b>Name</b> Jonnelle Newton	<b>Title</b> Principal	<b>Salutation</b> Ms.					
	<b>Phone</b> (415) 332-1024 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> jnewton@marin.k12.ca.us					
<b>Title II, Part A (Teacher Quality)</b> <input type="checkbox"/> Contact is N/A	<b>Name</b> Margaret Bonardi	<b>Title</b> Business Manager	<b>Salutation</b> Mrs.					
	<b>Phone</b> (415) 332-3190 Ext. 15	<b>FAX</b> (415) 332-9643	<b>E-mail</b> mbonardi@marin.k12.ca.us					
<b>Title III, Part A (LEP/Immigrant)</b> <input type="checkbox"/> Contact is N/A	<b>Name</b> Bennetta McLaughlin	<b>Title</b> CPM Coordinator	<b>Salutation</b> Ms.					
	<b>Phone</b> (415) 332-3190 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> bmclaughlin@marin.k12.ca.us					



# 2010-11 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

<b>Purpose:</b> To maintain a complete listing of contact information for each district.		<b>Agency:</b> Sausalito Marin City	
		<b>CD code:</b> 2   1   6   5   4   7   4	
<b>CDE Contact:</b> Linda Parker 916-319-0297 LParker@cde.ca.gov			
<b>Title IV (SDFSC)</b>  <input type="checkbox"/> Contact is N/A	<b>Name</b> Bennetta McLaughlin	<b>Title</b> CPM Coordinator	<b>Salutation</b> Ms.
	<b>Phone</b> (415) 332-3190 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> bmclaughlin@marin.k12.ca.us
<b>Title I, Part A, Supplemental Ed. Services</b>  <input checked="" type="checkbox"/> Contact is N/A	<b>Name</b>	<b>Title</b>	<b>Salutation</b>
	<b>Phone</b> ( ) - Ext. ( ) -	<b>FAX</b> ( ) -	<b>E-mail</b>
<b>Foster Youth Education Liaison</b>	<b>Name</b> Newton Jonnette	<b>Title</b> Principal	<b>Salutation</b> Ms.
	<b>Phone</b> (415) 332-1024 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> jnewton@marin.k12.ca.us
<b>Homeless Liaison</b>	<b>Name</b> Julius Holtzclaw	<b>Title</b> School Secretary	<b>Salutation</b> Ms.
	<b>Phone</b> (415) 332-1024 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> mrjulius@marin.k12.ca.us
<b>Rural Education Achievement Program (REAP)</b>  <input type="checkbox"/> Contact is N/A	<b>Name</b> Bennetta McLaughlin	<b>Title</b> CPM Coordinator	<b>Salutation</b> Ms.
	<b>Phone</b> (415) 332-3190 Ext.	<b>FAX</b> (415) 332-9643	<b>E-mail</b> bmclaughlin@marin.k12.ca.us
<b>School Safety &amp; Violence Prevention</b> AB 1113, 1999	<b>Name</b> Gerry Klor	<b>Title</b> Special Education Director	<b>Salutation</b> Mr.
	<b>Phone</b> (415) 332-3190 Ext. 16	<b>FAX</b> (415) 332-9643	<b>E-mail</b> gklor@marin.k12.ca.us

# 2010-11 Consolidated Application Comment Form

Page Number	CD Code	District Name
Page 35: Reservations Required	2165474	Sausalito Marin City
		School Code and Name

Comments

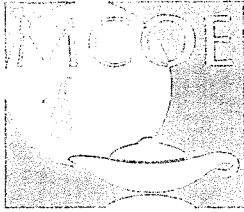
The district does not have enough Title I funding to require 1% for parent involvement

# 2010-11 Consolidated Application Comments Form

Page Number	CD Code	District Name
Page 35: Reservations Required	2165474	Sausalito Marin City
		School Code and Name

## Comments

We currently have a homeless student living in Novato, CA at Homeward Bound. We pay home to school mileage reimbursement to the parent.



# MARIN COUNTY OFFICE OF EDUCATION

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

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-8110  
FAX (415) 491-6625

## VENDOR PAYMENT CERTIFICATION

Date 1/26

District Name SAUSALITO MARIN CITY

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 48,423.68.

FUND NUMBER

BATCH NUMBER

AMOUNT

01

38

19,562.95

40

38

28,860.73

Authorized Signature

Mary Jane Burke

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0038 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02920519	001196/	BARBARA ALMQUIST				
		PO-110167 1. 01-6500-0-5835.00-5770-1182-700-000-000		12/10		170.00
		WARRANT TOTAL				\$170.00
02920520	070374/	ANOVA CENTER FOR EDUCATION				
		PO-110185 1. 01-6500-0-5833.00-5750-1185-700-000-000		32713		2,587.00
		WARRANT TOTAL				\$2,587.00
02920521	002896/	ARMOR LOCKSMITH				
		PO-110242 1. 01-8150-0-5600.00-0000-8110-735-000-000		38376		222.00
		WARRANT TOTAL				\$222.00
02920522	070358/	AT&T				
		PO-110008 1. 01-0000-0-5970.00-0000-2700-700-000-000		332 7803		49.71
		1. 01-0000-0-5970.00-0000-2700-700-000-000		289 0831		30.41
		1. 01-0000-0-5970.00-0000-2700-700-000-000		289 0609		30.41
		WARRANT TOTAL				\$110.53
02920523	070513/	BOYS AND GIRLS CLUB				
		PO-110064 1. 01-6010-0-5840.00-1110-1010-700-000-000		12/10		13,900.00
		WARRANT TOTAL				\$13,900.00
02920524	001235/	JOANNE'S PRINT SHOP				
		PO-110238 1. 01-0000-0-5841.00-0000-7100-725-000-000		NCR Forms		247.43
		WARRANT TOTAL				\$247.43
02920525	001927/	MILL VALLEY SERVICES				
		PO-110261 1. 01-0000-0-4300.00-0000-7200-725-000-000		71689		887.99
		WARRANT TOTAL				\$887.99
02920526	070437/	MOCHA				
		PO-110172 1. 01-9476-0-5840.00-1110-1010-700-000-000		101231M		1,438.00
		WARRANT TOTAL				\$1,438.00
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 8		TOTAL AMOUNT OF WARRANTS:	\$19,562.95*

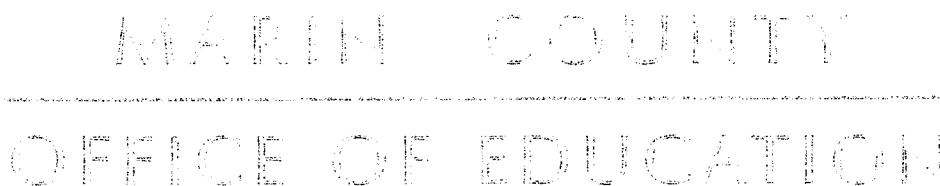
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0038 GENERAL FUND

: 40 SPECIAL RESERVE~CAP OUTLAY #1

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02920527	070519/	C+A ARCHITECTS				
		PO-110095 1.	40-0000-0-6210.00-0000-8500-103-000-103	21004.3		12,955.31
		PV-110390	40-0000-0-6210.00-0000-8500-103-000-103	21004-2		12,117.12
			40-0000-0-6210.00-0000-8500-103-000-103	21004-2		1,738.30
			40-0000-0-6210.00-0000-8500-103-000-103	21004-1		2,050.00
			WARRANT TOTAL			\$28,860.73
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 1		TOTAL AMOUNT OF WARRANTS:	\$28,860.73*
*** BATCH	TOTALS ***		TOTAL NUMBER OF WARRANTS: 9		TOTAL AMOUNT OF WARRANTS:	\$48,423.68*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF WARRANTS: 9		TOTAL AMOUNT OF WARRANTS:	\$48,423.68*

\*\*\*\*\* END OF REPORT \*\*\*\*\*



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

Date 1/12/01

District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 91,814.74.

[illegible]

Authorized Signature

Margaret Donahue

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0039 GENERAL FUND  
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02920921	000609/	AMERICAN EXPRESS				
		PV-110391	01-0000-0-4300.00-0000-7110-725-000-000		District Holiday Party	50.07
			01-0000-0-4300.00-0000-7110-725-000-000		D. Bradley-Mollie Stone misc.	314.89
			01-0000-0-4300.00-0000-7150-725-000-000		Mollie Stone	50.32
			01-0000-0-4300.00-0000-7200-725-000-000		Safeway	73.91
			01-0000-0-4300.00-1110-1010-101-000-000		MLK School store	364.88
			01-0000-0-5210.00-0000-7150-725-000-000		Bradley-Parking	7.00
			01-0000-0-5220.00-0000-7150-725-000-000		Board meetings	191.77
			01-0000-0-5300.00-0000-7150-725-000-000		Bradley-Parking	6.00
			01-0243-0-4300.00-0000-2495-100-000-000		Mollie Stone	33.44
			01-0243-0-4300.00-0000-2495-101-000-000		Mollie Stone	33.43
			WARRANT TOTAL			\$1,125.71
02920922	000608/	BURKELL PLUMBING				
		PV-110395	01-8150-0-5600.00-0000-8110-735-000-000	20466		288.00
			WARRANT TOTAL			\$288.00
02920923	001807/	EMPLOYMENT DEVELOPMENT DEPT.				
		PV-110402	01-0000-0-3502.00-1110-1010-725-000-000		4th Quarter, Y10	4,849.59
			WARRANT TOTAL			\$4,849.59
02920924	002270/	FISHMAN SUPPLY CO.				
		CM-110006	01-0000-0-4300.00-0000-8211-735-000-000	824767		15.04-
		PV-110397	01-0000-0-4300.00-0000-8211-735-000-000	821538, 822617		26.64
			01-0000-0-4300.00-0000-8211-735-000-000	821538, 822617		38.72
			WARRANT TOTAL			\$50.32
02920925	001012/	FLAGHOUSE INC				
		PO-110039	1. 01-1100-0-4300.00-1110-1010-100-000-000	P03899410102		28.23
		PO-110040	1. 01-1100-0-4300.00-1110-1010-100-000-000	P03893770103		39.29



DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0039 GENERAL FUND  
7 : 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	AMOUNT
WARRANT TOTAL														\$67.52
02920926	000045/	MARIN COUNTY OFFICE OF EDUC												
		PO-110187	1.	01-0000-0-5940.00-0000-2700-700-000-000									110631	450.00
WARRANT TOTAL														\$450.00
02920927	002358/	MAXIMUS												
		PO-110018	1.	01-0000-0-5840.00-0000-7200-725-000-000									101965.01.02-002	4,272.00
WARRANT TOTAL														\$4,272.00
02920928	000444/	NSBA												
		PO-110243	2.	01-0000-0-5210.00-0000-7110-725-000-000									110373-5	2,085.00
			1.	01-0000-0-5210.00-0000-7150-725-000-000									110246	695.00
WARRANT TOTAL														\$2,780.00
02920929	070381/	PEDIATRIC CONTRACTING SERVICES												
		PV-110399		01-6500-0-5835.00-5770-1182-700-000-000									SAU12101	351.92
WARRANT TOTAL														\$351.92
02920930	070560/	PROGRESS GLASS												
		PO-110236	1.	01-8150-0-5600.00-0000-8110-735-000-000									75859	810.00
WARRANT TOTAL														\$810.00
02920931	002402/	RENAISSANCE LEARNING INC												
		PO-110263	1.	01-0000-0-4300.00-1110-1010-100-000-000									3752104	109.41
WARRANT TOTAL														\$109.41
02920932	070264/	DONNA RICHARDSON												
		PV-110393		01-3010-0-5230.00-1110-1010-700-000-000									Dec. 10 Mileage	214.50
WARRANT TOTAL														\$214.50
02920933	002363/	SAN FRANCISCO CHRONICLE												
		PV-110396		01-0000-0-5803.00-0000-7200-700-000-000									16617602	430.00
WARRANT TOTAL														\$430.00
02920934	001981/	SHIRLEY THORNTON												
		PV-110398		01-0000-0-5210.00-0000-7150-725-000-000									Reimb. CSBA meeting	85.60

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0039 GENERAL FUND  
D : 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	AMOUNT
WARRANT TOTAL														\$85.60
02920935	002834/	TIMELY TRANSPORTATION												
		PO-110019	1.	01-7230-0-5840.00-1110-3600-700-000-000									Feb. 11 FOM	1,849.00
			1.	01-7230-0-5840.00-1110-3600-700-000-000									Feb. 11 Mid	1,849.00
WARRANT TOTAL														\$3,698.00
02920936	070392/	ROBERT WHITE												
		PV-110403		01-3200-0-5840.00-0000-7705-700-000-000									12/10	330.56
WARRANT TOTAL														\$330.56
02920937	002172/	WILLOW CREEK ACADEMY												
		PV-110401		01-0000-0-8096.00-0000-9200-103-000-000									Jan. 11 In Lieu Payment	68,459.00
WARRANT TOTAL														\$68,459.00
02920938	000080/	XEROX CORPORATION												
		PV-110392		01-0000-0-5605.00-0000-2700-101-000-000									51548079	1,895.51
WARRANT TOTAL														\$1,895.51
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 18										TOTAL AMOUNT OF WARRANTS:	\$90,267.64*	

APY250 H.02.09

Marin County Office of Education  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 01/14/2011

01/13/11 PAGE 41

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0039 GENERAL FUND  
 'D : 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	AMOUNT
02920939	000609/	AMERICAN EXPRESS												
		PV-110391		13-5310-0-4300.00-0000-3700-700-000-000									Gloves, Thermometer Cafeteria	36.70
													WARRANT TOTAL	\$36.70
02920940	000105/	CLOVER-STORNETTA FARMS												
		PV-110400		13-5310-0-5849.00-0000-3700-700-000-000									Bayside	217.20
				13-5310-0-5849.00-0000-3700-700-000-000									MLK	93.20
													WARRANT TOTAL	\$310.40
*** FUND	TOTALS ***												TOTAL NUMBER OF WARRANTS: 2	TOTAL AMOUNT OF WARRANTS: \$347.10*

APY250 H.02.09

Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 01/14/2011

01/13/11 PAGE 42

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0039 GENERAL FUND

D : 40 SPECIAL RESERVE-CAP OUTLAY #1

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	AMOUNT
02920941	070434/	JVL DESIGNS												
		PO-110208	1.	40-0000-0-6170.00-0000-8500-100-000-103									1574	1,200.00
													WARRANT TOTAL	\$1,200.00
*** FUND	TOTALS ***												TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS: \$1,200.00*
*** BATCH	TOTALS ***												TOTAL NUMBER OF WARRANTS: 21	TOTAL AMOUNT OF WARRANTS: \$91,814.74*
*** DISTRICT	TOTALS ***												TOTAL NUMBER OF WARRANTS: 21	TOTAL AMOUNT OF WARRANTS: \$91,814.74*
***** END OF REPORT *****														



(415) 472-4116  
FAX (415) 491-0695

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0040 GENERAL FUND  
: 01 GENERAL FUND

FOR WARRANTS DATED 01/21/2011

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		
02921455	002765/	ALADDINS AUTOMOTIVE				
		PV-110407	01-0240-0-5600.00-0000-3600-700-000-000	10311		3,510.15
			WARRANT TOTAL			\$3,510.15
02921456	070198/	ARROWHEAD				
		PO-110005	1. 01-0000-0-4300.00-0000-7200-725-000-000	1/11		33.82
			2. 01-0000-0-4300.00-1110-1010-100-000-000	1/11		43.63
			3. 01-0000-0-4300.00-1110-1010-101-000-000	1/11		17.78
			WARRANT TOTAL			\$95.23
02921457	070329/	AT&T CALNET 2				
		PO-110007	1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		29.89
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		38.30
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		60.57
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		12.91
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		14.20
		PO-110278	1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		15.47
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		69.30
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		14.47
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		97.27
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		51.56
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		14.90
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		14.98
			1. 01-0000-0-5970.00-0000-2700-700-000-000	1/11		38.30
			WARRANT TOTAL			\$472.12
02921458	070308/	CDW-G				
		PO-110266	1. 01-0000-0-4300.00-1110-1010-100-000-000	WCB4799		206.67
			WARRANT TOTAL			\$206.67

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0040 GENERAL 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		
02921459	001267/	EDUCATION WEEK				
		PO-110247	1. 01-0000-0-4300.00-0000-7200-725-000-000		Bradley subscription	59.94
			WARRANT TOTAL			\$59.94
02921460	070263/	FEDEX				
		PV-110404	01-0000-0-5960.00-0000-7200-725-000-000		7-360-17681	19.35
			01-0000-0-5960.00-0000-7200-725-000-000		7-358-47799	19.35
			WARRANT TOTAL			\$38.70
02921461	002270/	FISHMAN SUPPLY CO.				
		PO-110273	1. 01-0000-0-4300.00-0000-8211-735-000-000		822600,823056,824758	1,145.05
			WARRANT TOTAL			\$1,145.05
02921462	070136/	GE MONEY BANK/AMAZON				
		PO-110246	1. 01-6300-0-4300.00-1110-1010-101-000-000		Books-MLK	173.58
			WARRANT TOTAL			\$173.58
02921463	070454/	LIEBERT CASSIDY WHITMORE				
		PO-110262	1. 01-0000-0-5829.00-0000-7100-000-000-000		125329	550.00
			1. 01-0000-0-5829.00-0000-7100-000-000-000		125328	672.00
			1. 01-0000-0-5829.00-0000-7100-000-000-000		125325	6,728.32
			1. 01-0000-0-5829.00-0000-7100-000-000-000		125326	1,824.90
			1. 01-0000-0-5829.00-0000-7100-000-000-000		125327	2,100.00
			WARRANT TOTAL			\$11,875.22
02921464	070077/	LINCOLN FINANCIAL GROUP				
		PO-110017	1. 01-0000-0-3901.00-0000-7150-725-000-000		3rd Quarter	480.40
			WARRANT TOTAL			\$480.40
02921465	001794/	LOUIE'S DELI				
		PV-110415	01-0000-0-5220.00-0000-7150-725-000-000		4084	69.50
			WARRANT TOTAL			\$69.50
02921466	070412/	MARINSHIP SELF STORAGE				
		PO-110063	1. 01-0000-0-5840.00-0000-8110-735-000-000		1/11	299.00

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0040 GENERAL FUND

: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$299.00
02921467	001927/	MILL VALLEY SERVICES				
	PO-110268	1.	01-0000-0-4300.00-0000-7200-725-000-000	71758		167.73
	PO-110269	1.	01-0000-0-4300.00-1110-1010-101-000-000	71817I		261.51
WARRANT TOTAL						\$429.24
02921468	000548/	MOLLIE STONE'S				
	PV-110405		01-0000-0-4300.00-0000-7150-725-000-000	84332, 84391		18.45
			01-0000-0-4300.00-0000-7200-725-000-000	84332, 84391		6.75
WARRANT TOTAL						\$25.20
02921469	070525/	OFFICE EQUIPMENT FINANCE				
	PV-110412		01-0000-0-5605.00-0000-7200-725-000-000	167718345		846.38
WARRANT TOTAL						\$846.38
02921470	070411/	PERFECT TIMING				
	PV-110409		01-0000-0-5845.00-0000-7150-725-000-000	27037		431.20
WARRANT TOTAL						\$431.20
02921471	001953/	SPECTRUM CENTER				
	PO-110127	1.	01-6500-0-5833.00-5750-1185-700-000-000	81432-12/10		4,909.41
	PO-110251	1.	01-6500-0-5833.00-5750-1185-700-000-000	81431-12/10		3,397.68
WARRANT TOTAL						\$8,307.09
02921472	070250/	MARK TROTTER				
	PV-110411		01-0000-0-5210.00-0000-7110-725-000-000	Reimb. CSBA Meeting		47.00
WARRANT TOTAL						\$47.00
02921473	002172/	WILLOW CREEK ACADEMY				
	PV-110410		01-9476-0-5240.00-1110-1010-103-000-000	1/6/11 Arts Meeting		105.00
WARRANT TOTAL						\$105.00
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 19				TOTAL AMOUNT OF WARRANTS: \$28,616.67*



APY250 H.02.09

Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 01/21/2011

01/20/11 PAGE 55

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0040 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			
02921474	070213/	PREFERRED MEAL SYSTEMS					
		PV-110406	13-5310-0-5840.00-0000-3700-100-000-000	10487038		1,632.70	
			13-5310-0-5840.00-0000-3700-100-000-000	10489994		880.24	
			13-5310-0-5840.00-0000-3700-101-000-000	10487039		632.52	
			13-5310-0-5840.00-0000-3700-101-000-000	10489995		352.29	
			13-5310-0-5840.00-0000-3700-700-000-000	10487038		141.07	
			13-5310-0-5840.00-0000-3700-700-000-000	10489994		215.39	
		WARRANT TOTAL					\$3,854.21
*** FUND	TOTALS ***	TOTAL NUMBER OF WARRANTS: 1				TOTAL AMOUNT OF WARRANTS: \$3,854.21*	

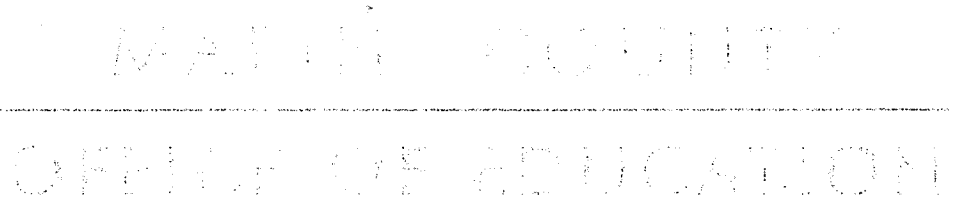
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0040 GENERAL FUND

: 40 SPECIAL RESERVE-CAP OUTLAY #1

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02921475	000006/	BAY CITIES REFUSE INC				
		PV-110414	40-0000-0-5550.00-0000-8500-100-000-103		Debris Box	1,258.00
			WARRANT TOTAL			\$1,258.00
02921476	070434/	JVL DESIGNS				
		PO-110205	1. 40-0000-0-6170.00-0000-8500-100-000-103		1555	4,199.00
		PV-110408	40-0000-0-6170.00-0000-8500-100-000-103		1555	1,480.00
			40-0000-0-6170.00-0000-8500-100-000-103		426	957.60
			WARRANT TOTAL			\$6,636.60
02921477	070549/	LELAND SAYLOR ASSOCIATES				
		PV-110413	40-0000-0-6219.00-0000-8500-103-000-103		24105	1,500.00
			WARRANT TOTAL			\$1,500.00
02921478	070518/	MCGUIRE & HESTER				
		PO-110112	1. 40-0000-0-6240.00-0000-8500-100-000-103		3149/7	5,659.00
		PO-110258	1. 40-0000-0-6240.00-0000-8500-100-000-103		3149/7	2,390.00
			WARRANT TOTAL			\$8,049.00
02921479	070408/	PROJECT MANAGEMENT SERVICES				
		PV-110417	40-0000-0-6281.00-0000-8500-103-000-103		10-12/10	26,250.00
			WARRANT TOTAL			\$26,250.00
02921480	070285/	SMITH EMERY				
		PV-110416	40-0000-0-6260.00-0000-8500-100-000-103		664051-8	427.46
			40-0000-0-6260.00-0000-8500-100-000-103		664051-7	170.00
			WARRANT TOTAL			\$597.46
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 6		TOTAL AMOUNT OF WARRANTS:	\$44,291.06*
*** BATCH	TOTALS ***		TOTAL NUMBER OF WARRANTS: 26		TOTAL AMOUNT OF WARRANTS:	\$76,761.94*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF WARRANTS: 26		TOTAL AMOUNT OF WARRANTS:	\$76,761.94*

\*\*\*\*\* END OF REPORT \*\*\*\*\*



(615) 472-4116  
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DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0041 GENERAL FUND

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02922291	002896/	ARMOR LOCKSMITH				
		PV-110433	01-8150-0-5600.00-0000-8110-735-000-000	9960		8.91
			WARRANT TOTAL			\$8.91
02922292	000192/	AT&T				
		PO-110006	1. 01-0000-0-5970.00-0000-2700-000-000-000	234 343 6954 760 3		1,475.00
			WARRANT TOTAL			\$1,475.00
02922293	070341/	LEE BOHLMANN				
		PO-110248	1. 01-0000-0-5849.00-0000-7180-725-000-350	Phase II		3,500.00
			1. 01-0000-0-5849.00-0000-7180-725-000-350	Phase III, 1/11		1,000.00
			WARRANT TOTAL			\$4,500.00
02922294	000398/	MARGARET BONARDI				
		PV-110429	01-0000-0-5230.00-0000-7300-725-000-000	Mileage Reimb. Sac. 1/14/11		56.96
			WARRANT TOTAL			\$56.96
02922295	070550/	KELLY BROWNING				
		PV-110419	01-9476-0-4300.00-0000-2495-000-000-000	Food for the Artwalk		213.40
			WARRANT TOTAL			\$213.40
02922296	070561/	REBECCA COURTNEY				
		PV-110421	01-9472-0-4300.00-0000-2700-100-000-000	Reimb. Preschool T-shirts		221.49
			WARRANT TOTAL			\$221.49
02922297	070511/	ASCHA DRAKE				
		PO-110078	1. 01-9476-0-5849.00-1451-2150-700-000-000	1/11		3,333.00
		PV-110420	01-9476-0-4300.00-1110-1010-700-000-000	Arts Walk Supplies		74.02
		PV-110426	01-9476-0-4300.00-0000-2495-000-000-000	Workshop supplies		46.20
			WARRANT TOTAL			\$3,453.22
02922298	000034/	MARIN IJ PROCESSING CENTER				
		PV-110432	01-0000-0-5803.00-0000-7200-700-000-000	Bus Driver Ad		300.00
			WARRANT TOTAL			\$300.00
02922299	000117/	MARIN SCHOOLS JPA/VISION				
		PV-110422	01-0000-0-9520.00-0000-0000-000-000-000	2/11		422.72

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0041 GENERAL FUND

: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$422.72
02922300	000182/	MARIN SCOPE				
	PV-110428		01-0000-0-4300.00-0000-7110-725-000-000	11-12 subscription		49.00
			WARRANT TOTAL			\$49.00
02922301	070447/	MAXIM HEALTHCARE SERVICES				
	PO-110173	1.	01-0000-0-5840.00-0000-3140-100-000-000	8314311-A84		750.00
	PO-110184	1.	01-6500-0-5835.00-5770-1182-700-000-000	8314311-A84		738.00
	PO-110282	1.	01-6500-0-5835.00-5770-1182-700-000-000	8314311-A84		1,700.00
			WARRANT TOTAL			\$3,188.00
02922302	000899/	MICHAEL'S TRANSPORTATION SERV				
	PV-110425		01-0000-0-5840.00-0000-3600-700-000-000	63769, 63778		3,425.00
			WARRANT TOTAL			\$3,425.00
02922303	001927/	MILL VALLEY SERVICES				
	PO-110267	1.	01-1100-0-4300.00-1110-1010-100-000-000	71876		983.18
			WARRANT TOTAL			\$983.18
02922304	000548/	MOLLIE STONE'S				
	PV-110430		01-0000-0-4300.00-0000-7110-725-000-000	84343		11.12
			WARRANT TOTAL			\$11.12
02922305	000015/	MSIA DENTAL				
	PV-110423		01-0000-0-9520.00-0000-0000-000-000-000	2/11		3,469.39
			WARRANT TOTAL			\$3,469.39
02922306	070095/	BRYAN NIELSEN				
	PV-110418		01-0000-0-5840.00-0000-7110-725-000-000	SL Payment		20,387.84
			WARRANT TOTAL			\$20,387.84
02922307	000058/	P G & E CO				
	PO-110001	1.	01-0000-0-5510.00-0000-8200-000-000-000	Due 2/4/11		1,655.79
		1.	01-0000-0-5510.00-0000-8200-000-000-000	due 2/4/11		711.23
		1.	01-0000-0-5510.00-0000-8200-000-000-000	Due 2/4/11		29.71

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0041 GENERAL 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	AMOUNT
			1.	01-0000-0-5510.00-0000-8200-000-000-000		Due 2/4/11								685.16
			1.	01-0000-0-5510.00-0000-8200-000-000-000		Due 2/4/11								225.23
			1.	01-0000-0-5510.00-0000-8200-000-000-000		Due 2/7/11								20.27
				WARRANT TOTAL										\$3,327.39
02922308	070411/	PERFECT TIMING												
		PV-110427		01-0000-0-5803.00-0000-7200-700-000-000		27062								1,051.05
				WARRANT TOTAL										\$1,051.05
02922309	001206/	SHELL OIL CO.												
		PV-110434		01-0000-0-4301.00-0000-8110-700-000-000		12/10								84.25
				WARRANT TOTAL										\$84.25
02922310	002062/	TRIUMPH LEARNING LLC												
		PO-110264	1.	01-1100-0-4300.00-1110-1010-101-000-000		IV506576								509.58
				WARRANT TOTAL										\$509.58
*** FUND	TOTALS ***			TOTAL NUMBER OF WARRANTS: 20										TOTAL AMOUNT OF WARRANTS: \$47,137.50*

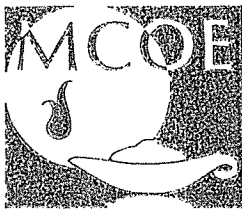
DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0041 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		
02922311	070213/	PREFERRED MEAL SYSTEMS				
		PV-110431	13-5310-0-5840.00-0000-3700-100-000-000	10493355		1,467.54
			13-5310-0-5840.00-0000-3700-101-000-000	10493356		593.40
			13-5310-0-5840.00-0000-3700-700-000-000	10493355		337.56
			WARRANT TOTAL			\$2,398.50
*** FUND	TOTALS ***		TOTAL NUMBER OF WARRANTS: 1	TOTAL AMOUNT OF WARRANTS:		\$2,398.50*
*** BATCH	TOTALS ***		TOTAL NUMBER OF WARRANTS: 21	TOTAL AMOUNT OF WARRANTS:		\$49,536.00*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF WARRANTS: 21	TOTAL AMOUNT OF WARRANTS:		\$49,536.00*

\*\*\*\*\* END OF REPORT \*\*\*\*\*



# MARIN COUNTY

## OFFICE OF EDUCATION

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SAN RAFAEL, CA 94913-4925  
marincoe@marin.k12.ca.us

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

(415) 472-4110  
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### VENDOR PAYMENT CERTIFICATION

Date 2/2/11

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 \$ 68,564.89.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>42</u>	<u>61,487.89</u>
<u>40</u>	<u>42</u>	<u>7,077.00</u>

Authorized Signature Margaret Bonardi 01



DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0042 GENERAL FUND  
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
02923088	001196/	BARBARA ALMQUIST													
		PO-110167	1.	01-6500-0-5835.00-5770-1182-700-000-000									1/11		212.50
		WARRANT TOTAL													\$212.50
02923089	070358/	AT&T													
		PO-110008	1.	01-0000-0-5970.00-0000-2700-700-000-000									332 3190		33.86
		WARRANT TOTAL													\$33.86
02923090	070329/	AT&T CALNET 2													
		PO-110278	1.	01-0000-0-5970.00-0000-2700-700-000-000									1/11		14.37
		WARRANT TOTAL													\$14.37
02923091	000006/	BAY CITIES REFUSE INC													
		PO-110003	1.	01-0000-0-5550.00-0000-8200-000-000-000									Bayside		1,627.40
			1.	01-0000-0-5550.00-0000-8200-000-000-000									Manzanita		670.95
		WARRANT TOTAL													\$2,298.35
02923092	002259/	CRAIGSLIST													
		PV-110441		01-0000-0-5803.00-0000-7200-700-000-000									20351277		150.00
		WARRANT TOTAL													\$150.00
02923093	002890/	LOUIS EDNEY													
		PV-110435		01-0000-0-4300.00-1110-1010-101-000-000									Reimb.		10.88
		WARRANT TOTAL													\$10.88
02923094	001565/	EDSOURCE													
		PO-110280	1.	01-0000-0-5210.00-0000-7110-725-000-000									17062		60.00
		WARRANT TOTAL													\$60.00
02923095	070263/	FEDEX													
		PV-110437		01-0000-0-5960.00-0000-7200-725-000-000									7-374-35289		20.82
		PV-110439		01-0000-0-5960.00-0000-7200-725-000-000									7-371-35837		99.35
		WARRANT TOTAL													\$120.17
02923096	001611/	HEALTH NET													
		PV-110447		01-0000-0-9520.00-0000-0000-000-000-000									2/11		675.85

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0042 GENERAL FUND  
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
WARRANT TOTAL						\$675.85
02923097	000039/	KAISER FOUNDATION				
		PV-110448	01-0000-0-3402.00-0000-7110-725-000-000	16734-0001		1,001.08
			01-0000-0-9520.00-0000-0000-000-000-000	16734-0001		9,442.28
			01-0000-0-9520.00-0000-0000-000-000-000	578-0002		7,345.78
			01-0000-0-9521.00-0000-0000-000-000-000	578-7000		493.11
			01-0000-0-9521.00-0000-0000-000-000-000	16734-7000		1,977.14
			WARRANT TOTAL			\$20,259.39
02923098	001019/	MARIN PUPIL TRANS. AGENCY				
		PV-110444	01-9002-0-7143.00-5001-9200-700-000-000	11-47		19,455.00
			WARRANT TOTAL			\$19,455.00
02923099	070571/	MARKERBOARD PEOPLE				
		PO-110274	1. 01-1100-0-4300.00-1110-1010-100-000-000	148840		326.04
			WARRANT TOTAL			\$326.04
3100	070447/	MAXIM HEALTHCARE SERVICES				
		PO-110173	1. 01-0000-0-5840.00-0000-3140-100-000-000	8338709-A84		750.00
		PO-110282	1. 01-6500-0-5835.00-5770-1182-700-000-000	8338709-A84		1,934.50
			WARRANT TOTAL			\$2,684.50
02923101	070107/	VIDA MOATTAR				
		PV-110442	01-0000-0-5230.00-0000-7300-725-000-000	Mileage 12/10 & 1/11		34.44
			WARRANT TOTAL			\$34.44
02923102	070448/	JONNETTE NEWTON				
		PV-110445	01-0243-0-4300.00-0000-2495-100-000-000	Reimb. School Store, Pre K		19.14
			01-1100-0-4300.00-1110-1010-100-000-000	Reimb. School Store, Pre K		394.87
			01-9472-0-4300.00-0000-2700-100-000-000	Reimb. School Store, Pre K		238.54
			WARRANT TOTAL			\$652.55
02923103	002239/	NEXTEL COMMUNICATIONS				
		PO-110009	1. 01-0000-0-5970.00-0000-7200-700-000-000	1/11		474.66

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT  
BATCH: 0042 GENERAL FUND  
: 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	
WARRANT TOTAL														\$474.66
02923104	000694/	ORIENTAL TRADING CO.												
		PO-110275	1.	01-1100-0-4300.00-1110-1010-100-000-000									642669271-01	148.20
WARRANT TOTAL														\$148.20
02923105	000058/	P G & E CO												
		PO-110001	1.	01-0000-0-5510.00-0000-8200-000-000-000									due 2/7/11	368.00
			1.	01-0000-0-5510.00-0000-8200-000-000-000									Due 2/7/11	982.22
			1.	01-0000-0-5510.00-0000-8200-000-000-000									Due 2/7/11	2,039.78
			1.	01-0000-0-5510.00-0000-8200-000-000-000									Due 2/7/11	231.03
			1.	01-0000-0-5510.00-0000-8200-000-000-000									Due 2/7/11	10.75
WARRANT TOTAL														\$3,631.78
02923106	070222/	PROTECTION ONE												
		PO-110015	2.	01-0000-0-5840.00-0000-8300-100-000-000									2/11	62.52
			3.	01-0000-0-5840.00-0000-8300-101-000-000									2/11	572.08
WARRANT TOTAL														\$634.60
02923107	070190/	SANTA CRUZ SAUSALITO REHAB												
		PO-110013	1.	01-6500-0-5800.00-5770-1190-700-000-000									1/11	4,490.00
WARRANT TOTAL														\$4,490.00
02923108	001429/	SAUSALITO CHAMBER OF COMMERCE												
		PV-110443		01-0000-0-5300.00-0000-7110-725-000-000									71414	431.25
WARRANT TOTAL														\$431.25
02923109	001513/	SCHOOL SERVICES OF CALIFORNIA												
		PO-110228	1.	01-0000-0-5210.00-0000-7150-725-000-000									W064177-8	350.00
WARRANT TOTAL														\$350.00
02923110	070406/	SILYCO												
		PO-110024	1.	01-0000-0-5837.00-0000-2420-700-000-000									JAN2011	3,600.00
WARRANT TOTAL														\$3,600.00



APY250 H.02.09

Marin County Office of Education  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 02/04/2011

02/03/11 PAGE 36

DISTRICT: 47 SAUSALITO SCHOOL DISTRICT

BATCH: 0042 GENERAL FUND

: 40 SPECIAL RESERVE-CAP OUTLAY #1

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	
02923115	001649/	CITY OF SAUSALITO												
		PO-110287	1.	40-0000-0-6260.00-0000-8500-100-000-103									Encroachment Permit	423.00
													WARRANT TOTAL	\$423.00
02923116	000700/	ELECTRIX												
		PO-110256	1.	40-0000-0-6240.00-0000-8500-000-000-103									16493	5,404.00
													WARRANT TOTAL	\$5,404.00
02923117	070408/	PROJECT MANAGEMENT SERVICES												
		PV-110436		40-0000-0-6281.00-0000-8500-103-000-103									Jan. 11 charges	1,250.00
													WARRANT TOTAL	\$1,250.00
*** FUND	TOTALS ***												TOTAL NUMBER OF WARRANTS: 3	TOTAL AMOUNT OF WARRANTS: \$7,077.00*
*** BATCH	TOTALS ***												TOTAL NUMBER OF WARRANTS: 30	TOTAL AMOUNT OF WARRANTS: \$68,564.89*
*** DISTRICT	TOTALS ***												TOTAL NUMBER OF WARRANTS: 30	TOTAL AMOUNT OF WARRANTS: \$68,564.89*
***** E N D O F R E P O R T *****														



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# MARIN COUNTY

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## OFFICE OF EDUCATION

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

January 14, 2011

Mr. Thomas Newmeyer, President  
Sausalito Marin City School District  
102 Central Avenue  
Sausalito, CA 94965

Dear Mr. Newmeyer:

We have completed our review and analysis of the Sausalito Marin City School District's First Interim Report and the accompanying certification of financial solvency as approved by your board. The First Interim Report is as of October 31, 2010. We agree with your assessment that based upon the information that was available as of October 31, 2010 the district will be able to meet its financial obligations for the current and subsequent two fiscal years, and that a positive certification is appropriate.

### **SALARY SETTLEMENTS**

We note that the district has not settled the 2009-2010 and 2010-2011 negotiations with the certificated and classified bargaining units. The Criteria and Standards specify that upon settlement, the district must provide the Marin County Office of Education with a salary settlement notification that includes an analysis of the cost of the settlement and its impact on the operating budget. The governing board must certify to the validity of the cost analysis. The public disclosure documents prepared in compliance with *Government Code* Section 3547.5, as amended by AB 2756, Chapter 52, can be submitted in lieu of the cost analysis.

The public disclosure documents must have the signature of the district superintendent and the district chief business officer certifying the district is able to meet the cost of the collective bargaining agreement. The public disclosure documents must also be signed by the district superintendent or designee at the time of the public disclosure and by the president or clerk of the governing board at the time of the formal board action on the bargaining agreement.

### **OPERATING DEFICITS**

We note operating deficits in the unrestricted general fund of \$18,081 for 2010-2011, \$7,898 for 2011-2012, and \$119,379 for 2012-2013. Although the district maintains the state-required designation for economic uncertainty of 5% in each year, an operating deficit reduces the district's available fund balance and its ability to respond to emergencies, unanticipated revenue reductions, or unanticipated expenditures.

## **LONG-TERM STABILITY**

We commend the board for maintaining a designation for economic uncertainty above the 5% required by the state. This action provides the district a greater degree of financial stability.

We note that the district will continue to benefit from the generous support provided by the local community. Local contributors are anticipated to provide approximately 10.6% of the total general fund revenues for the 2010-2011 school year.

## **CAFETERIA FUND**

We note that the district contributes \$33,000 from the General Fund to supplement the Cafeteria Fund in the current year. This contribution accounts for 24% of the overall costs of the cafeteria operations. We recommend that the board review the cafeteria operations as this transfer contributes to the operating deficit of the general fund. As noted in the audit report, operations could improve provided the district implement procedures to obtain accurate meal order counts and collections.

## **AFTER SCHOOL SAFETY PROGRAM**

It is noted that the district's audit report ending June 30, 2009 and June 30, 2010 reflect a finding that may have potential financial impact to the district. This finding pertains to the After School Education and Safety Program and maintaining appropriate documentation for early release of pupils on a consistent basis. It is recommended that the district implement the appropriate changes as noted per the audit to avoid non-compliance and potential loss of funding.

## **DEFERRED MAINTENANCE**

The district's Deferred Maintenance Fund projected Ending Fund balance is \$399. It is recommended that the district develop a contingency plan for any maintenance needs as the state is currently not funding critical hardship projects.

## **STATE OF THE STATE AND IMPACT TO YOUR BUDGET**

The Governor's 2011-2012 budget was released on January 10, 2011 and did maintain education funding at \$49 billion based on the **continuance of current taxes**. It is unknown if the voters will approve the continuation of the taxes scheduled to expire June 30, 2011, as such, we recommend that the board continues a conservative approach to budgeting state revenues in the 2011-2012 and 2012-2013 years.

Given the uncertainty of the continuation of the Fair Share reduction (5.81% of the undeficitated revenue limit) it may not have been included in your Multi-year projections (MYP) for 2011-2012 and 2012-2013. Due to the uncertainty of the State budget and the impact to Community Funded (Basic Aid) districts, we recommend that the District prepare a contingency plan should the State continue the Fair Share Reductions.

The legality of the suspension of AB3632 as part of the State 2010-2011 Budget Act is still unresolved. This mandate requires mental health services for children with disabilities. The suspension could have a significant impact on your district's budget due to the transfer of those costs from the County of Marin Mental Health to your district. We recommend that a contingency plan be developed and reviewed with the possibility of including potential costs in the District's Second Interim Multi-year projections (MYP).

## OTHER REPORTS ON DISTRICT OPERATIONS

As a reminder, Education Code Section 42127.6 requires school districts to provide the county superintendent of schools with a copy of a study, report, evaluation, or audit that was commissioned by the district, the county superintendent, the Superintendent of Public Instruction, or state control agencies that contain evidence that the school district is showing fiscal distress under the standards and criteria adopted in Section 33127, or a report on the school district by the FCMAT or any regional team. Please provide copies of any such reports to us immediately upon their release.

We want to thank Margaret Bonardi for her timely submission of the First Interim Report. If you have any questions, please do not hesitate to contact me at (415) 499-5805.

Sincerely,

MARY JANE BURKE  
Marin County Superintendent of Schools



KAREN MALONEY  
Assistant Superintendent

KM/ss

cc: Debra Bradley, Superintendent ✓  
Margaret Bonardi, Business Official



MEETING DATE

2/17/11

MEETING TYPE

Regular Board Meeting

**SIGNED DOCUMENTS**

**AND**

**DOCUMENTS DISTRIBUTED**

**AT THE MEETING**

SAUSALITO MARIN CITY SCHOOL DISTRICT

RESOLUTION No. 631

Resolution Authorizing Non-Reelection of Certificated Employee  
Before The Board of Trustees of the Sausalito Marin City School District

**WHEREAS**, Section 44929.21 of the California Education Code provides that the governing board may notify a probationary certificated employee, on or before March 15 of the employee's second consecutive year of employment with the district, of the governing board's decision not to reelect the employee for the next succeeding school year; and

**WHEREAS**, the employee listed on Exhibit A is a probationary certificated employee with the Sausalito Marin City School District; and

**WHEREAS**, the Board of Trustees of the Sausalito Marin City School District has received a recommendation from the Principal to non-reelect the employee identified in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees concurs with the recommendation made by the Principal and hereby authorizes the Superintendent or her designee to notify this employee of the Board of Trustee's decision that she be non-reelected from her position in accordance with Education Code section 449219.21 and other applicable provisions of law, effective the end of the 2010-2011 school year;

**BE IT FURTHER RESOLVED** that the Board of Trustees authorizes the Superintendent or her designee to notify this employee on or before March 15, 2011, of the Board of Trustee's actions in this matter and to take any other actions necessary to effectuate the intent of this resolution.

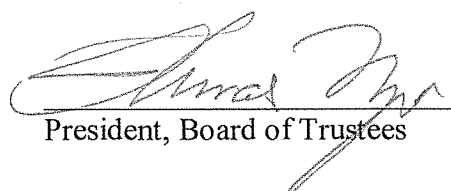
**PASSED AND ADOPTED** at a regular meeting of the Board of Trustees of the Sausalito Marin City School District held on February 17, 2011.

AYES: 5

NOES: 0

ABSENT: 0

Attest:

  
President, Board of Trustees

**EXHIBIT A**

Employee No. 47051



## FACT SHEET

**Organization:** The Mill Valley Soccer Club ("MVSC")

**Founded:** 1978

**Status:** 501(c)(3) Non-Profit

**Membership:** 1950 players

### **Mission Statement:**

*MVSC is dedicated to player development at all levels and to providing opportunities to every player to develop their full potential. MVSC is equally devoted to fielding a full complement of Mill Valley community teams. Character and life lessons are core to our program including a strong code of sportsmanlike conduct for players, parents and coaches.*

### **Overview:**

MVSC hosts both recreational and competitive soccer programs for youths ages 5 through 19, Kindergarten through High School.

In 2010, we hosted approximately 150 recreational teams, serving the needs of 1720 players. Additionally, we hosted 23 competitive teams, comprised of approximately 320 players.

MVSC has an open membership policy that embraces players not only from Mill Valley, but also the neighboring communities. In 2010, our membership was comprised of approximately 75% Mill Valley residents, 20% from neighboring communities (Sausalito, Corte Madera, Larkspur & Tiburon), and 5% from other areas like San Francisco and San Rafael.

### **Programs:**

MVSC offers structured league play for teams in the fall, with a typical playing season running from late August through mid-November.

Additionally, we offer organized clinics and camps and after school programs periodically throughout the year, including winter, spring and summer. A current list of camps is available at: [mvsc.org](http://mvsc.org)

### **Scholarships:**

2010 Recreational Scholarships awarded: \$9,500

2010 Competitive Scholarships awarded: \$22,100





## **THE HIGHLANDERS AND MLK FIELD**

The rapid growth of the Highlanders Club has required an ever-increasing need for fields for rugby practice and games. Club teams now practice and play at multiple school and community fields throughout Marin County.

This diversity of location has diminished the communal spirit that is at the heart of the Club and thus the Board has set a goal of finding a single 'home' for rugby in Marin.

A 'home' for rugby requires a field where all teams can practice and play and where anyone in the county who wants to watch and learn about the sport can come to an established location any week of the season.

A 'home' for rugby would also include a clubhouse where teams can use locker rooms and showers, where equipment can be properly stored, where refreshments can be provided to visiting teams and where team and Board meetings can be conveniently held.

Finally, a 'home' for rugby would be a location where the local community can identify with and support the Club and can contribute players and families as members of the Club.

The Highlanders see MLK Field as a home for rugby in Marin County. If the District sees fit to support the proposed renovation of the field, the Highlanders will:

- Provide an after school rugby program for MLK students during the rugby season (mid-December to mid-May).
- Encourage MLK students to become members of the Club and their families to be supporters and participants in the Club.
- With the support of Mill Valley Soccer Club, raise the funds or volunteer the labor and materials to build a clubhouse that will become District property and available for use by its schools as well as the two clubs.

The Highlanders believe that its joint venture with the Mill Valley Soccer Club will not only provide a home for rugby but also year round, organized sport at MLK Field that will benefit the District, MLK Middle School and the Community.



## **THE MARIN HIGHLANDERS RUGBY CLUB**

[www.marinhighlandersrugby.org](http://www.marinhighlandersrugby.org)

Marin Highlanders Rugby Club, PO Box 361, Kentfield, CA 94914

### **Organization:**

The Marin Highlanders Rugby Football Club is an independent, community based, club located in Marin County, California. It has been in existence since 1997. It is entirely self-supporting and operates as a not for profit 501(c)(3) corporation. It is a founding member of The Northern California Youth Rugby Association.

### **Membership:**

Players must be under 19 years of age and enrolled in school in order to play. The Club has over 180 registered players, ages 8 and up, from schools throughout Marin County. It is Club policy that anyone who wants to play rugby should be able to do so and in the 2010-11 season, 12 scholarships worth \$5,000 were awarded to deserving candidates.

### **Code of Conduct:**

There are written codes of conduct for players, coaches and parents that emphasize the importance of a positive attitude, good sportsmanship and respect for authority. The Club emphasizes team spirit and individual responsibility as key components of a successful athletic program.

### **Club Management:**

An elected Board of 18 past and present parents meets every month and manages the club with the support of other parent volunteers. The annual budget is over \$35,000.

### **Club Programs:**

Rugby season runs from mid-December to mid May. Club teams are consistently among the best in California. Traditions that distinguish the Club include:

- Hosting visiting teams to post game refreshments;
- Selecting opponents at a post game gathering for 'man of the match' award;
- Having tours to countries such as Canada, Ireland and Australia;
- Community involvement such as the December 2010, "Give Back" event, where over 80 players donated food and other items for Homeward Bound of Marin.

**AGREEMENT FOR PRELIMINARY SERVICES  
FOR THE CONSTRUCTION & MODERNIZATION OF  
WILLOW CREEK ACADEMY**

This Agreement is made and entered into this 11<sup>th</sup> day of February, the year 2011 between the Sausalito Marin City School District hereinafter referred to as "DISTRICT" and Alten Construction, Inc. hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage the Construction and Modernization of the Willow Creek Academy (collectively, the "Project").

**WHEREAS**, the Project will be located at Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965 ("Site");

**WHEREAS**, DISTRICT has retained CA Architects ("Architect") to prepare plans and specifications for the Project and DISTRICT has or will obtain approval of the Plans and different aspects of the Project from the California Division of State Architect ("DSA") as required by applicable laws;

**WHEREAS**, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from Sub-contractors, qualified vendors and suppliers and other related services in preparation for the Project's development;

**WHEREAS**, DEVELOPER represents that it is properly licensed and have the expertise and experience to obtain pricing from sub-contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

**WHEREAS**, DISTRICT and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

**WHEREAS**, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

**NOW, THEREFORE**, the parties hereto agree as follows:

- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the GPC the DISTRICT expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

## **ARTICLE II. -- DISTRICT'S RESPONSIBILITIES**

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will prepare of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

## **ARTICLE III. -- TERMINATION**

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred, per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DISTRICT, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement which is not DEVELOPER privileged information, (the "Termination Material") as defined by law, or DEVELOPER's personnel information.

## **ARTICLE IV. -- COMPENSATION TO DEVELOPER**

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount **not to exceed \$10,000 (Ten Thousand Dollars)** for the performance of services contemplated by this Agreement. DEVELOPER



**B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

1. Prior to execution of this agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Contract.
3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
4. Any deductibles must be declared to, and approved by, the DISTRICT.
5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Contract.
6. DEVELOPER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract.

shall be in excess of DEVELOPER's insurance and shall not contribute with it.

- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Contract, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. **Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the DISTRICT.
- D. **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this agreement) against either the DISTRICT or DEVELOPER.
- E. **Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives **to the** other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- F. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- G. **Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

**ACCEPTED AND AGREED** on the date indicated below:

**Sausalito Marin City School District**

**Alten Construction, Inc.**

Date: 2/27/11, 2011

Date: 3-3, 2011

By: [Signature]

By: [Signature]

Title: Superintendent

Title: Pres.

**AGREEMENT FOR PRELIMINARY SERVICES  
FOR THE CONSTRUCTION & MODERNIZATION OF  
WILLOW CREEK ACADEMY**

This Agreement is made and entered into this 11<sup>th</sup> day of February, the year 2011 between the Sausalito Marin City School District hereinafter referred to as "DISTRICT" and Alten Construction, Inc. hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage the Construction and Modernization of the Willow Creek Academy (collectively, the "Project").

**WHEREAS**, the Project will be located at Willow Creek Academy, 630 Nevada Street, Sausalito, CA 94965 ("Site");

**WHEREAS**, DISTRICT has retained CA Architects ("Architect") to prepare plans and specifications for the Project and DISTRICT has or will obtain approval of the Plans and different aspects of the Project from the California Division of State Architect ("DSA") as required by applicable laws;

**WHEREAS**, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from Sub-contractors, qualified vendors and suppliers and other related services in preparation for the Project's development;

**WHEREAS**, DEVELOPER represents that it is properly licensed and have the expertise and experience to obtain pricing from sub-contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

**WHEREAS**, DISTRICT and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

**WHEREAS**, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

**NOW, THEREFORE**, the parties hereto agree as follows:

## **ARTICLE I. -- SCOPE OF DEVELOPER SERVICES**

- A. Scope.** DEVELOPER, as the DISTRICT's development consultant and authorized representative as contemplated by Business and Professions Code 7040 agrees to perform the following services:
1. Review of Plans and Specifications.
    - a. DEVELOPER shall work in cooperation with the DISTRICT, the DISTRICT's Architect and such other entities as DISTRICT shall designate, to review and comment on the Plans and Specifications for the Project (the "Plans and Specifications"). The Architect shall remain responsible for completing and stamping the final design documents. Notwithstanding the above, DISTRICT acknowledges that DEVELOPER is not the Architect for the Project and that DEVELOPER responsibilities and duties under this subsection shall not include the design of the Project which is the responsibility of the Architect.
    - b. DEVELOPER shall assist the DISTRICT by providing detailed evaluation of the Project, including the Plans and Specifications, the proposed construction budget, schedule requirements, and the DISTRICT's project budget.
    - c. DEVELOPER shall attend regular meetings during Project between the Architect, the DISTRICT, and any other applicable consultants of the DISTRICT as required.
    - d. DEVELOPER shall perform one (1) analysis of the Plans and Specifications and provide DISTRICT with recommendations regarding long lead purchases.
    - e. Subsequent to receipt of bids, DEVELOPER will provide a Guaranteed Project Cost (GPC) for the construction of the Project which will become the basis for the Lease Agreements.
    - f. DEVELOPER will work jointly with DISTRICT and DISTRICT's attorney to prepare the Lease Agreements for approval by the DISTRICT.
- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.
- C. Schedule.** Services outlined above will commence on the date the DISTRICT issues a notice to proceed for the Agreement, and conclude on or about April 15, 2011. It is anticipated that construction will commence on or about May 1, 2011. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to the reasonable approval in writing by the parties.

- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the GPC the DISTRICT expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

## **ARTICLE II. -- DISTRICT'S RESPONSIBILITIES**

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will prepare of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

## **ARTICLE III. -- TERMINATION**

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred, per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DISTRICT, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement which is not DEVELOPER privileged information, (the "Termination Material") as defined by law, or DEVELOPER's personnel information.

## **ARTICLE IV. -- COMPENSATION TO DEVELOPER**

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount **not to exceed \$10,000 (Ten Thousand Dollars)** for the performance of services contemplated by this Agreement. DEVELOPER

shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the DISTRICT as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the DISTRICT of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Project Cost to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specification, review and preparation of necessary documentation relating to the development of the Project, all travel related expenses, as well as for meetings with DISTRICT and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

The following rates will apply to DEVELOPER staff for the completion of the tasks as specified in Article 1. A.:

- Contractor RME/ Principle: \$125.00 per hour
- Project Superintendent: \$115.00 per hour
- Chief Estimator: \$115.00 per hour

#### **ARTICLE V.--LEASEBACK DOCUMENTS**

DISTRICT and DEVELOPER anticipate entering into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and DEVELOPER delivery of a GPC for the Project which is acceptable to the DISTRICT. Parties anticipate entering into said documents on or before April 15, 2011.

#### **ARTICLE VI. -- MISCELLANEOUS**

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless DISTRICT, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the DISTRICT from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, DEVELOPER and DISTRICT shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the DISTRICT or DEVELOPER with third parties in connection with their respective activities under this Agreement.

**B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

1. Prior to execution of this agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Contract.
3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
4. Any deductibles must be declared to, and approved by, the DISTRICT.
5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Contract.
6. DEVELOPER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract.

7. Worker's Compensation and Employer's Liability Insurance.

- a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Agreement as Exhibit A.
- b. Claims Against DISTRICT - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the DISTRICT under the provisions of said Act, for which compensation is claimed from the DISTRICT, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to DEVELOPER.

8. Comprehensive General and Automobile Liability Insurance.

- a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
- b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
  - (i) Provision or endorsement naming the DISTRICT and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.
  - (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees or volunteers



shall be in excess of DEVELOPER's insurance and shall not contribute with it.

- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Contract, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. **Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the DISTRICT.
- D. **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this agreement) against either the DISTRICT or DEVELOPER.
- E. **Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives **to the** other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- F. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- G. **Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

**ACCEPTED AND AGREED** on the date indicated below:

**Sausalito Marin City School District      Alten Construction, Inc.**

Date: 2/17/11, 2011      Date: \_\_\_\_\_, 2011

By: [Signature]      By: \_\_\_\_\_

Title: Superintendent      Title: \_\_\_\_\_

**Exhibit A**

**Workers' Compensation Certificate**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Michael Bradley*  
*Superintendent*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1st day of February, 2011, by and between the Sausalito Marin City School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from February 1, 2011, through and including June 30, 2011, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred seventy-five dollars (\$275) per hour for shareholders, special counsel and of counsel, one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates, and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of

Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

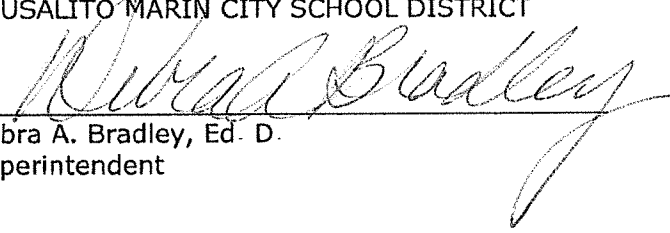
It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

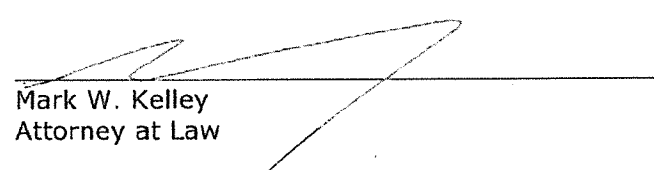
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAUSALITO MARIN CITY SCHOOL DISTRICT

  
Debra A. Bradley, Ed. D.  
Superintendent

2/17/11  
Date

DANNIS WOLIVER KELLEY

  
Mark W. Kelley  
Attorney at Law


February 7, 2011  
Date

At its public meeting of February 17, 2011, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement

# 2010-11 Consolidated Application for Funding Categorical Aid Programs (Part II)

California Department of Education

Consolidated Application

<b>Purpose:</b> To declare the agency's intent to apply for 2010-11 funding of Consolidated Categorical Aid Programs.		Agency: Sausalito Marin City	
<b>CDE Contact:</b> Anne Daniels - 916-319-0295 - ADaniels@cde.ca.gov		CD code: 2   1   6   5   4   7   4	
<b>Legal status of agency:</b> <input checked="" type="checkbox"/> School District <input type="checkbox"/> County Office of Education <input type="checkbox"/> Direct-Funded Charter		Dates of project duration: July 1, 2010 -- June 30, 2011	
Date of approval by local governing board: 02/17/2011		Do not return the paper copy of this form to the California Department of Education.  The ConApp must be submitted electronically using the ConApp Data System (CADS).	
<b>Advisory Committees:</b> The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs or programs for English learners.			
Signature-District Advisory Committee (DAC)		OR, for each committee, check the appropriate box to the right	
Date 02/03/2011		<input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign	
Signature-District English Learner Advisory Committee (DELAC)		<input checked="" type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign	
<b>Certification:</b> I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.			
Signature of authorized representative 		Superintendent Debra A. Bradley	
Printed name of authorized representative		Title	
Date 02/04/2011		Date	
<input checked="" type="checkbox"/> Electronic certification HAS been completed.		<input type="checkbox"/> Electronic certification has NOT been completed.	

# **Sausalito Marin City School District Minutes**

Created: January 25, 2011 at 08:42 AM

## **Special Meeting**

**January 13, 2011**

**Thursday, 06:15 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President, Thomas Newmeyer, called the closed session meeting to order at 6:15 pm.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. Meeting To Review Rehabilitation Plan of Expelled Student (V)**

### **OPEN SESSION**

#### **1. Report Out from Closed Session (V)**

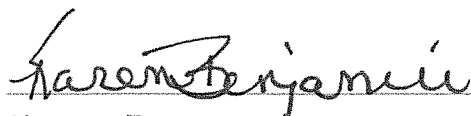
#### Minutes

At 6:43 pm, President Newmeyer reported out that the Board had voted 5/0 to allow Student #25379 to return to the District on a suspended expulsion, pending adherence to the Rehabilitation Plan discussed with parent and student.

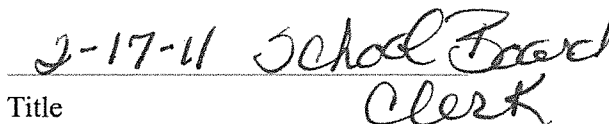
### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 6:44 pm.



Signature/Date

  
2-17-11 School Board  
Clerk

Title

# ***Sausalito Marin City School District Minutes***

*Created: January 25, 2011 at 08:43 AM*

## **Special Meeting**

**January 13, 2011**

**Thursday, 06:45 PM**

District Office

630 Nevada Street

Sausalito

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### **Attendees**

Karen Benjamin

Thomas Newmeyer

Shirley Thornton

Mark Trotter

William Ziegler

Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President Thomas Newmeyer called the meeting to order at 6:45 p.m.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. With respect to every item of business to be discussed in Closed Session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (V)**

Chief Negotiator for Sausalito Marin City School District: Alison Neufeld

Negotiations with: Sausalito District Teachers Association (SDTA)

### **OPEN SESSION**

#### **1. Report Out from Closed Session (V)**

#### Minutes

President Newmeyer reported that the Board had nothing to report out from closed session.

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 7:43 p.m.

Laura Bejerman  
Signature/Date 2-17-11

Board Clerk  
Title



# **Sausalito Marin City School District Minutes**

Created: February 08, 2011 at 01:31 PM

## **Special Meeting**

**January 20, 2011**

**Thursday, 06:40 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the meeting to order at 6:40 pm. The Board, Superintendent and District Legal Counsel, Alison Neufeld, went immediately into closed session.

### **CLOSED SESSION**

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time.  
(Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

There was no public comment.

#### **2. Conference with Legal Counsel, Alison Neufeld, pursuant to Government Code 54956.9(b)(1) - potential litigation (one potential case) (V)**

### **OPEN SESSION**

#### Minutes

President Newmeyer reported out from closed session that the Board had nothing to report.

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 6:53 p.m.

  
Signature/Date

  
Title

# **Sausalito Marin City School District Minutes**

*Created: February 14, 2011 at 01:48 PM*

## **Annual and Regular Board Meeting**

**January 20, 2011  
Thursday, 07:30 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Trustee Trotter participated via teleconference.

Others Attending: Mark Tong, Bill Gargan, Forrest Corson, Pamela Dake, Julius Holtzclaw, Carmen Rivera, Kay Wernert, Tenisha Tate, LaDonna Bonner, Rebecca Courtney, Erica Edwards, Linda Frost, Nichole Gangitano, Jonnette Newton, Flora Sanchez, Alma Lucas, Jennifer Banks, Don Jen, Glenda Gentry, Ellen Franz, Shannon Griffin, Carol Cooper, Karen Brinkman, Tina Warren, Clark Warden, Margie Bonardi and Kathy Blazei taking minutes.

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the meeting to order at 6:55 p.m. There being no one else present, the Board, Superintendent and Legal Counsel, Alison Neufeld, went immediately into closed session.

#### **1. Addressing the Board Prior to Closed Session (D)**

Persons wishing to address the Board on items on the closed session agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

#### Minutes

Public comment was accepted following closed session from those who came to address the Board after closed session had already begun.

Julius Holtzclaw: As CSEA Chapter President-Golden Gate Chapter 394, Mr. Holtzclaw thanked the Superintendent for establishing a calendar of meetings for routine discussions with District CSEA representatives. Mr. Holtzclaw indicated that he hoped the new Board President would come and talk to chapter members. Mr. Holtzclaw stated that he is pleased with the relationship established to date and that it could become even better.

Carmen Rivera, teacher at Martin Luther King, Jr. Academy, asked what the Board's process and intent for the Superintendent's evaluation is. Ms. Rivera also asked how staff moral might be built for staff to continue to build student achievement.

Pamela Dake, speaking as a member of the public, indicated that she would like to see more transparency and community involvement (such as with the extended day program). Ms. Dake asked: What are the elements of the Superintendent's evaluation; to whom is the Superintendent

accountable, and; how does the Board evaluate the Superintendent?

## **CLOSED SESSION**

- 1. With respect to every item of business to be discussed in closed session pursuant to Section 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Superintendent** (V)

## **OPEN SESSION**

### Minutes

Open Session was convened at 7:34 p.m.

- 1. Report Out from Closed Session** (V)

### Minutes

President Newmeyer reported out of closed session that the Board had nothing to report.

- 2. Pledge of Allegiance** (D)

### Minutes

Trustee Benjamin led the Pledge of Allegiance.

## **ANNUAL MEETING**

### Minutes

The Annual Meeting was convened at 7:37 p.m.

- 1. Addressing the Board Prior to the Annual Meeting** (D)

Persons wishing to address the Board on items on the Annual Meeting agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation.)

### Minutes

There was no public comment.

- 2. Approval of Annual Meeting Agenda Order** (V)

### Minutes

The Annual Meeting agenda order was approved.

Motion made by: Shirley Thornton

Seconded by: William Ziegler

### Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

- 3. Approval of the Minutes of the Last Annual Meeting held January 21, 2010** (V)

### Minutes

The minutes of the last Annual Meeting of January 21, 2010 were approved.

Motion made by: William Ziegler

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**4. Election of a Board President** (1)

Minutes

Thomas Newmeyer was elected Board President.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**5. Election of a Board Vice President** (1)

Minutes

Mark Trotter was elected Board Vice President.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. Election of a Board Clerk** (1)

Minutes

Karen Benjamin was elected Board Clerk.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**7. Appointment of a Board Secretary** (1)

Minutes

Superintendent, Debra A. Bradley, Ed. D., was appointed Board Secretary.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**8. Adjourn Annual Meeting** (V)

Minutes

The Annual Meeting was adjourned at 7:50 p.m.

**REGULAR SESSION**

Minutes

Regular session was convened at 7:51 p.m.

**1. Approval of the Regular Meeting Agenda Order** (V)

Minutes

The agenda order for the regular session was approved.

Motion made by: William Ziegler

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. Addressing the Board Prior to the Regular Meeting** (D)

Persons wishing to address the Board on Regular Session items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

Minutes

There was no public comment.

**PRESENTATIONS AND RECOGNITION**

**1. Pre K to 3 Literacy Grant Sausalito Marin City School District** (D)

In Spring 2010, the Marin Community Foundation invited the Sausalito Marin City School District to apply for a Pre school to elementary school grant to strengthen literacy achievement at the primary grades. The Pre K to 3 Design Team will present information on the 'historical' grant from its beginning in 2007 to its accomplishments here to date. Members of the Pre K to 3 Design Team include:

Kay Wernert, Executive Director, Marin Head Start  
Erica Edwards, Co-Lead Teacher, Marin Head Start  
Rebecca Courtney, Co-Lead Teacher, Marin Head Start  
Linda Frost, Facilitator, (Compliments of Marin Community Foundation)

Alma E. Lucas, Parent, Bayside Elementary School and Marin Head Start  
Jonnette Newton, Principal, Bayside Elementary School  
Jennifer Banks, Kindergarten Teacher, Bayside Elementary School  
Flora Sanchez, Paraprofessional-Grade 3 and K-5 ELD Support, Bayside Elementary School  
Nichole Gangitano, Program Manager, Reading Partners  
Tenisha Tate, Social Worker/Community Outreach Coordinator, Sausalito Marin City School District  
LaDonna Bonner, Project Coordinator, Marin City School Readiness Project  
Lynda Storek, PAR (Teacher Coach), Sausalito Marin City School District  
Debra A. Bradley, Ed.D., Superintendent, Sausalito Marin City School District

### Minutes

Superintendent Bradley introduced Mr. Don Jen, Program Director for Education for Marin Community Foundation, and Ms. Tina Warren, who works with the Marin Child Care Commission and is also liaison at Marin County Office of Education to the Pre to 3 Initiative.

Bayside Principal, Jonnette Newton, introduced members of the Pre to 3 Design Team.

Team members took turns presenting various elements of a Power Point presentation which included:

- Relationships 2007 – Systems 2011
- Opportunity Presented by Marin Community Foundation
- The Six Initiative Elements
- Progress to Date
- Pre-K/K Collaboration to Date
- Next Steps.

Research, training, process development, alignment, program building and parent engagement were discussed. The team's enthusiasm was apparent as they addressed each element in detail during this first year of collaboration. Ms. Newton promised that there is much more to come!

## **2. Stephen Roatch Accountancy Corporation, Certified Public Accountants (D)**

The California Education Code requires a school district to have an independent audit of its budgeting practices in all account areas. Our Auditor, Mr. Habbas Nassar, Vice President of Stephen Roatch Accountancy Corporation, Folsom CA, will present the District audit for the 2009/2010 school year.

### Minutes

Mr. Habbas Nassar reviewed the District audit, to include audit adjustments, reserves, findings and recommendations.

District Business Manager, Margie Bonardi, was questioned by Trustees Trotter and Newmeyer about the audit's mention of attendance records that could not be located. Margie Bonardi clarified that what could not be located were the 'source documents', paper forms teachers were taking [daily] attendance on that would be asked for if there was a state department attendance audit. The District does have the electronic entrance and electronic reports. Attendance taking has since been updated; teachers electronically enter attendance directly into the Aeries system on a daily basis. At month's end, the school secretaries print a report for the month which the teacher signs. The overall process has been the same for several years.

Mr. Nassar also reviewed audits associated with the Bond.

The Board will consider approval of the audit reports elsewhere on the agenda.

**3. Recognition of Bayside Fourth Grade Teacher, Ellen Franz (D)**

The National Board for Professional Teaching Standards (NBPTS) has renewed the National Board Certification of Ms. Ellen Franz. National Board Certified Teachers are required to meet high and rigorous standards through intensive study, expert evaluation, self-assessment and peer review. The Board will recognize Ms. Franz's accomplishment.

Minutes

In recognition of the achievement of Ms. Ellen Franz, the Board and Superintendent presented Ms. Franz with the certificate issued by the National Board for Professional Teaching Standards, which is in effect until November 30, 2020.

**EDUCATION**

**1. After School Education and Safety Program 2011/2014 Request for Renewal Application**

(V)

The California Department of Education (CDE) has renewal cycles for districts involved in the After School Education and Safety Program. It is time for our District to submit a renewal application. The Boys and Girls Club has worked in conjunction with personnel of Willow Creek Academy, Sausalito Marin City School District and the District Board After School Committee on the renewal application. The Board will consider the renewal application which is due to CDE by February 15, 2011.

Minutes

Area Director, Shannon Griffin, Boys & Girls Club, presented the After School Education and Safety Program 2011/2014 Request for Renewal Application, which includes a required early release form.

Ms. Griffin responded to a question from President Newmeyer that the Boys & Girls Club is serving 80-90 students per day, with more students on a waiting list. The Boys & Girls Club is at budget for staff.

The renewal application was approved by the Board.

Motion made by: Shirley Thornton

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes

Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. Principal's Report - Bayside Elementary School (D)**

Minutes

Bayside Principal, Jonnette Newton's report included information on:

- Work with George Perry & Associates on classroom observations, followed by professional development using what was seen during the day's observations as a basis for discussions.
- Think/Pair/Share
- Student writings - third grade examples were read out loud to demonstrate students' development of writing skills.

**3. Principal's Report - Martin Luther King, Jr. Academy (D)**

Minutes

Interim Principal, Karen Brinkman, reported that:

- Staff continues the work reported at the last Board meeting
- A long term math substitute teacher is being sought.

**4. Head of School's Report - Willow Creek Academy (D)**

Minutes

Head of School, Carol Cooper's report included information on:

- Toast to Teachers, Friday, February 11, 6:00 to 8:00 p.m. at The Bay Model, an event sponsored by the WCA Foundation
- California Charter Schools Association ZOOM Program - 3 teachers will be trained who in turn will train other WCA staff
- The in-progress Art Walk, with music provided by students
- The success of the Spanish program.

**5. Golden Bell Outstanding Program Recognition (D)**

Board consideration of an application to the Marin County Office of Education for recognition of the Sausalito Marin City School District Arts Education Demonstration Project (AEDP) Grant Program

Minutes

Superintendent Bradley explained this year's program component for Golden Bell Awards. The District requested Board approval to submit an application for the District's widely appreciated visual arts program.

The Board approved the application.



Motion made by: Shirley Thornton

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. Enrollment Report** (D)

Enrollment report: Includes student enrollment at Bayside School, Martin Luther King Jr. Academy and Willow Creek Academy, effective January 12, 2011.

Minutes

Margie Bonardi reviewed District enrollment as of January 12, 2011:

- Bayside Elementary 122
- Martin Luther King, Jr. Academy 44
- Willow Creek Academy 215

Total District enrollment is 381.

**BUDGET**

**1. Resolution #630 In Support of Full Funding of County Mental Health Services for Students with Disabilities** (P)

The concern and consequences of reductions to county mental health services across the state was discussed in December. All school districts in Marin County are being encouraged to pass this resolution and forward it to Governor Brown.

Minutes

Resolution #630 was approved by the Board on a Roll Call vote.

Motion made by: Mark Trotter

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**2. District Annual Financial/Audit Report for Year End June 30, 2010** (P)

Mr. Habbas Nassar, Vice President, Stephen Roatch Accountancy Corporation, will review the District audit, including the financial and performance audits for Bond Fund #21. The Board will consider acceptance of the audit reports.

Minutes

All District Annual Financial/Audit Reports for Year End June 30, 2010 were approved by the Board.

Motion made by: Thomas Newmeyer

Seconded by: William Ziegler

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**3. Willow Creek Academy Annual Financial/Audit Report for Year End June 30, 2010** (V)

The Board will consider acceptance of the audit report for Willow Creek Academy.

Minutes

WCA Treasurer, Clark Warden, presented the WCA audit report. Mr. Warden indicated that, as funds in the amount of \$44,000 had now been authorized for spending, WCA is considering ways to use the funds, including more support at the administrative level.

The District Board accepted the WCA Annual Financial/Audit Report for Year End June 30, 2010.

Motion made by: Karen Benjamin

Seconded by: William Ziegler

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**4. Willow Creek Academy Financial Report** (D)

Minutes

No verbal report was made.

**5. Declaration to Exception to Class Size Maximum** (V)

Small School Districts may qualify to receive Class Size Reduction funding for classes with an average of up to 22 pupils. In order to qualify, a district must have only one school that serves kindergarten and grades one through three, there can be no more than 2 classes per participating grade level, and the school district's governing board must make a statement or public declaration that all possible alternatives to averaging have been exhausted and the district is unable to achieve the 20:1 ration in a way that is educationally acceptable.

Minutes

The Board voted to make the following statement: All possible alternatives to averaging have been exhausted and the District is unable to achieve the 20:1 ration in a way that is educationally acceptable.

Motion made by: Mark Trotter

Seconded by: Shirley Thornton

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**6. 2010-11 Operations Application for Class Size Reduction** (V)

Districts wishing to participate in the Class Size Reduction (CSR) Program are required to submit

an Operations Application to the CA Department of Education. These estimated pupil enrollment counts will be used to calculate provisional funding for school districts. Final apportionment will be based on actual enrollment data submitted on Form J-7CSR which is due in May.

Minutes

The Board approved the 2010-11 Operations Application for Class Size Reduction.

Motion made by: Shirley Thornton

Seconded by: Mark Trotter

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**7. Budget Update - Governor's 18 Month Budget Proposal (D)**

Minutes

Superintendent Bradley and District Business Manager, Margie Bonardi, reported attending a workshop in Sacramento on January 14. They noted that there will be no mid-year cuts. The Governor has since declared an emergency budget session on January 20.

**FACILITIES**

**1. McGuire and Hester Contract (Phase 1) Final Billing (D)**

Board ratification of signed Change Order #4 for distribution

Minutes

Senior Project Manager, Bill Gargan, and District Business Manager, Margie Bonardi reported that the Phase I Budget Facility Fund 49 ending balance is currently \$740,552.

The Board ratified Change Order #4.

Motion made by: Mark Trotter

Seconded by: Karen Benjamin

Votes

Karen Benjamin	Yes
Thomas Newmeyer	Yes
Shirley Thornton	Yes
Mark Trotter	Yes
William Ziegler	Yes

**CONSENT AGENDA**

Minutes

**M/s/c - Roll Call Trotter/Benjamin Ayes 5 Noes 0** to approve or accept Items 1 - 12 of the Consent Agenda.

**1. Approval of the Minutes of the Organizational and Regular Meeting of December 7, 2010**

(V) (C)

**2. Approval of the Minutes of the Facilities Committee Meeting of December 15, 2010**

(V) (C)

**3. Approval of the Minutes of the 9:30 AM Special Board Meeting of December 15, 2010**

(V) (C)

**4. Approval of the Minutes of the 5:00 PM Special Board Meeting of December 15, 2010**

(V) (C)

**5. Approval of the Minutes of the 3:30 PM Special Board Meeting of January 4, 2011**

(V) (C)

**6. Approval of the Minutes of the 4:45 PM Special Board Meeting of January 4, 2011**

(V) (C)

**7. Acceptance of the Facilities Committee Meeting Minutes of May 27, 2010**

(V) (C)

**8. Williams Quarterly Report**

(V) (C)

**9. Payment of Warrants**

(V) (C)

Payment of warrants under:

Batch 33 VOIDED

Batch 34 Fund 01 in the amount of \$58,666.41

Batch 34 Fund 13 in the amount of \$5,083.36

Batch 34 Fund 40 in the amount of \$1,009.20

Batch 35 Fund 01 in the amount of \$245,229.01

Batch 35 Fund 13 in the amount of \$4,537.18

Batch 35 Fund 40 in the amount of \$126,538.41

Batch 36 Fund 01 in the amount of \$66,415.36

Batch 36 Fund 13 in the amount of \$4,240.70

Batch 36 Fund 40 in the amount of \$2,645.00

Batch 37 Fund 01 in the amount of \$111,562.95

Batch 37 Fund 13 in the amount of \$3,789.83

Batch 37 Fund 40 in the amount of \$52,905.06

**10. 2010-11 Certificated Seniority List**

(V) (C)

Current list for 2010-11 of certificated teachers with seniority date and credentials held

**11. Extended Learning Program Coordinator .80 FTE Position**

(V) (C)

Position is for a .80 Full Time Equivalent Extended Learning Program Coordinator for Martin Luther King Jr. Academy

**12. New Hire Sauntheri Spoering as the Extended Learning Program Coordinator, .80 FTE**

(V) (C)

Hire Sauntheri Spoering as the Extended Learning Program Coordinator, a .80 FTE position. This position is Categorically funded. Start date: Jan. 20, 2011

**ADMINISTRATIVE AND EXTERNAL**

**1. Board Policy Updates (D)**

The California School Boards Association (CSBA) Manual Maintenance Service has issued updated board policies (11/10 Policy Manual Maintenance Packet). The Board will conduct a first reading of updates for:

Board Policy 4020 Drug and Alcohol-Free Workplace  
Board Policy 5113.1 Chronic Absence and Truancy  
Board Policy 5117 Interdistrict Attendance  
Board Policy 5118 Open Enrollment Act Transfers (New)  
Board Policy 5141.21 Administering Medication and Monitoring Health Conditions  
Board Policy 5141.3 Health Examinations  
Board Policy 5141.31 Immunizations  
Board Policy 6011 Academic Standards  
Board Policy 6161.1 Selection and Evaluation of Instructional Materials  
Board Policy 6164.4 Identification and Evaluation of Individuals for Special Education

Minutes

The Board conducted a first reading of board policy updates as presented. The second reading and Board action will be placed on the Board's meeting agenda for February.

**2. Board Master Calendar for the 2010/2011 School Year (D)**

Board consideration of Board Master Calendar for the 2010/2011 school year.

Minutes

The Board Master Calendar for the 2010/2011 School Year was acknowledged.

**3. Proposed Meeting Dates for Joint Board Meeting: Sausalito Marin City School District Board of Trustees and Willow Creek Academy Board of Directors (D)**

Minutes

The Board and Superintendent considered the date of February 17 for a joint meeting of the District Board of Trustees and the Willow Creek Academy Board of Directors. The meeting will be scheduled at 5:00 p.m. in the District Office, pending the availability of the WCA Board. Superintendent Bradley will contact WCA Board President, Orlando Lobo.

**REPORTS**

**1. President's Report (D)**

Minutes

President Newmeyer reported attending an excellent panel discussion during the Martin Luther King, Jr. Day celebration in Marin City.

**2. Board Member Reports (D)**

Minutes

Trustee Thornton reported her attendance at the Martin Luther King, Jr. Day celebration in Marin City too, where she also observed many positive things happening at the MLK garden.

Trustee Trotter reported that he had received proposals from Mill Valley Youth Soccer and the Rugby club to renovate the MLK field and create an after school sports program. Trustee Trotter requested a discussion of the proposals at the next Board meeting with an invitation to

representatives of those organizations to attend.

Trustee Thornton requested that sound issues at Martin Luther King, Jr. Academy be addressed. Forrest Corson, Director of Maintenance and Operations, responded that he has looked into companies that reduce sound and will bring information and costs to the February Board meeting for discussion.

Trustee Benjamin discussed a particular movie on Martin Luther King, Jr. and recommended that students of Martin Luther King, Jr. Academy and Willow Creek Academy be scheduled for a joint discussion after viewing the movie, along with the school history teachers. Superintendent Bradley will coordinate the event.

### **3. Superintendent's Report** (D)

#### Minutes

Superintendent Bradley reported attending the Martin Luther King, Jr. Day celebration in Marin City, emphasizing that there were excellent presenters on timely events. Superintendent Bradley also reported that on January 19, teachers from all three District schools had an opportunity to discuss potential summer 2011 programs with representatives of Aim High and The Hannah Project. A parent meeting may also be scheduled.

## **SAVE THE DATE**

### **1. Future District Board Meeting Dates**

All meetings are held at the District Office, 630 Nevada Street, Sausalito at 7:00 pm unless otherwise noted. \*The first meeting date of each month will be allocated to, additional special meetings on bond and facilities issues, special meetings, community forums, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

February 10\*  
 February 17  
 March 10\*  
 March 24  
 April 7\*  
 April 28  
 May 12\*  
 May 26  
 June 9 - Two meetings in June  
 June 23  
 July 28 - One July meeting – summer break  
 August 11\*  
 August 25  
 September 8\*  
 September 22  
 October 13\*  
 October 27  
 November 17 - One November meeting – holidays  
 December 8\*  
 December 15

## **2. Future Charter School Board Meeting Dates**

Unless other noticed, all meetings are held at 6:30 pm on the school campus, 630 Nevada Street, Sausalito, CA. All meetings are the 3rd Wednesday of the month.

February 16

March 16

April 20

May 18

June 15

## **3. Upcoming Events and Important Dates**

January 20 - Art Walk; 5:00 pm; Bayside Multipurpose Room

February 3 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

February 11 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

February 17 - Parent Institute; Money for College; Facilitated by 10,000 Degrees; Parent Center\*; 5:30 pm

February 21-25 - Winter Recess – All Schools

February 21 - Presidents' Day

March 3 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 10 - Parent Institute; Gear Up Family Initiatives Project Session; Parent Center\*; 5:30 pm

March 15 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 17 - Bayside Parent Student Teacher Conferences; Bayside Minimum Day

March 29 - MLK Parent Student Teacher Conferences; MLK Minimum Day

March 31 - MLK Parent Student Teacher Conferences; MLK Minimum Day

April 11-15 - Spring Recess – All Schools

April 15 - Classified In Lieu Day

April 20 - Parent Institute; Family Literacy Night; MLK, 200 Phillips Drive; 6:00 pm

\*The Parent Center is located at 610 Drake Avenue in Marin City. Parents and community members are invited to attend.

## **ADJOURNMENT**

### Minutes

**M/s/c Trotter/Thornton/all** to adjourn at 9:45 p.m.

Karen Bigini 2-17-11  
Signature/Date

Clerk  
Title



# **Sausalito Marin City School District Minutes**

*Created: February 14, 2011 at 09:48 AM*

## **Facilities Committee Meeting**

**January 25, 2011**

**Tuesday, 02:00 PM**

District Office  
630 Nevada Street  
Sausalito

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### **Attendees**

Thomas Newmeyer

Mark Trotter

Debra Bradley

*non-voting*

### **Meeting Minutes**

Mark Trotter and Superintendent Bradley participated via teleconference.

Bill Ziegler was absent.

Others Attending: Forrest Corson, Phil Kerr, Josh Cohn, Orlando Lobo, Margie Bonardi and Kathy Blazei taking minutes.

### **CALL TO ORDER**

#### Minutes

The meeting was called to order at 2:03 p.m.

### **BUDGET**

#### Minutes

No discussion.

### **ROLES AND RESPONSIBILITIES**

#### Minutes

Phil Kerr distributed a document titled Phase II: Chain of Command that he had prepared.

Mr. Kerr indicated that the Project Manager should be either Mark Trotter or Thomas Newmeyer and he indicated the need to identify a Field Construction Manager.

Mr. Trotter stated that the District cannot afford the overhead of a Construction Manager. Mr. Kerr agreed that with the right contractor, this role could be eliminated.

Mr. Newmeyer emphasized the need for someone to have authority to make decisions. Mr. Newmeyer recommended that person be someone on the Facilities Committee. Ms. Bonardi explained that the owner's representative must represent the District and she recommended someone with authority to commit District resources. Ms. Bonardi did not believe that person should be the architect.

Mr. Trotter recommended contracting with Bill Gargan as consultant only, at a fixed amount.

Mr. Kerr recommended a single person be named for the contractor to report to rather than to the entire Facilities Committee. Mr. Newmeyer encouraged the person be someone routinely available.

Mr. Trotter advised that the District needs a general contractor who will accept bringing the project in on budget.

Mr. Kerr reported that the design had been reworked to bring costs down. Mr. Trotter urged beginning the RFQ process right away and simultaneously getting the plans to DSA.

Mr. Trotter encouraged leaving landscape in and letting the contractor determine what, if anything, should be left out. Mr. Cohn suggested a base contract with landscape as an alternate. Ms. Bonardi wondered whether lease lease-back contracts are going to be as specific to detail as construction company contracts. Mr. Trotter again stated that the complete project should be described; it is contractor's job to bring the project to completion.

Mr. Cohn asked who pulls the permit. Mr. Trotter clarified that the contractor does. Mr. Cohn asked who takes the plans to DSA. Mr. Trotter responded that, normally, the architect does.

Mr. Lobo suggested meeting with a contractor at the next meeting. Superintendent Bradley reported that Bob Alten sent a draft contract after last time. Ms. Bonardi clarified that District attorneys can review a proposed contract.

Mr. Cohn recalled the committee's goal of a completion date of August 15; plans go to DSA at the end of February/beginning of March; the general contractor has to have time to get on board. Mr. Cohn advised that usually he would be going to DSA with the general contractor. Mr. Kerr recommended that Mr. Cohn keep working on plans for submittal to DSA. Ms. Bonardi reported that the District would have to advertise the RFQ. Mr. Kerr was hopeful that a general contractor could be given plans by the end of February.

Mr. Trotter recommended that, if Mr. Cohn has plans far enough along, a meeting be scheduled with Mr. Alten to discuss them. Superintendent Bradley offered to contact Mr. Alten.

Mr. Kerr emphasized there was still the need for a Board member to represent the District. Mr. Trotter agreed to do that. Mr. Newmeyer offered to replace Mr. Trotter at some point, if needed.

Mr. Trotter recommended that Mr. Newmeyer be on the phone when the meeting with Mr. Alten takes place.

Superintendent Bradley reminded committee members that committee decisions cannot be left to a single person. Ms. Bonardi added that to keep dollars under control, a formal process, where committee and Board formalize what is being spent/what is authorized for payment, should be used.

Mr. Kerr reiterated Mr. Trotter's earlier recommendation to make every contract a not to exceed amount.

Mr. Trotter advised WCA representatives to make sure WCA has everything in the contract it wants before the contract is finalized. Mr. Kerr reported that landscape and interiors were not final at this point. Mr. Trotter recommended funds be set aside for those types of requests, but to make the contract as inclusive as possible.

## **REVIEW CURRENT PLAN/BUDGET**

### Minutes

No discussion.

## **SCHEDULE**

### Minutes

No discussion.

**NEXT STEPS/NEXT MEETING**

Minutes

Superintendent Bradley will coordinate a meeting as described above.

**ADJOURNMENT**

Minutes

The meeting was adjourned at 2:53 p.m.

Karen Benjamin 2-17-11  
Signature/Date

Clerk  
Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SAUSALITO, CALIFORNIA**

**BOARD OF TRUSTEES  
SPECIAL MEETING  
MINUTES**

February 1, 2011

**CLOSED SESSION: 5:40 PM  
OPEN SESSION: 6:46 PM**

**MEMBERS PRESENT:**

**Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter, via teleconference  
William J. Ziegler**

**Debra A. Bradley, Superintendent and Secretary to the Board**

Others Present: Legal Counsel, Alison Neufeld

---

President Newmeyer called the meeting to order at 5:40 p.m.

**Call to Order**

**CLOSED SESSION**

**CLOSED SESSION**

There being no one present for public comment, the Board and Legal Counsel, Alison Neufeld, went immediately into closed session

**OPEN SESSION**

**OPEN SESSION**

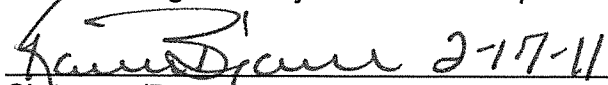
Open Session was convened at 6:46 p.m.


President Newmeyer reported that the Board had nothing to report out of closed session.

**Report Out**

The meeting was adjourned at 6:48 p.m.

**ADJOURNMENT**

  
Signature/Date

  
Title

# **Sausalito Marin City School District Minutes**

Created: February 14, 2011 at 02:02 PM

## **Facilities Committee Meeting**

**February 08, 2011**

**Tuesday, 04:00 PM**

District Office

630 Nevada Street

Sausalito

### **Attendees**

Thomas Newmeyer

Mark Trotter

William Ziegler

Debra Bradley

*non-voting*

### **Meeting Minutes**

Others in Attendance: Margie Bonardi and Kathy Blazei taking minutes

### **CALL TO ORDER**

#### Minutes

The Facilities Committee meeting was called to order at 4:02 pm. There was no public comment.

### **FACILITIES**

#### **1. Phase II: Identification of Owner's Representative as Project Manager - Bruce Huff**

(1)

##### Minutes

Trustee Newmeyer advised committee members that Mr. Bruce Huff would be willing to serve as Project Manager for Phase II without cost to the District. Bruce Huff would be the point of contact.

**M/s/c Newmeyer/Ziegler/all** to name Bruce Huff as the Project Manager and Owner's representative for Phase II.

This decision of the committee will be agendized for ratification by the full Board at their board meeting of February 17, 2011.

Motion made by: Thomas Newmeyer

Seconded by: William Ziegler

#### Votes

Thomas Newmeyer            Yes

Mark Trotter                Yes

William Ziegler             Yes

#### **2. Professional Services Contracts**

(1)

A. Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy with Alten Construction, Inc.

B. Agreement for Professional Services with Dannis Woliver Kelley

#### Minutes

Superintendent Bradley distributed for committee review an Agreement for Preliminary Services for the Construction and Modernization of Willow Creek Academy with Alten Construction, Inc. Superintendent Bradley will also obtain legal counsel review of the Agreement. No action was taken at this meeting.

Superintendent Bradley distributed for committee review an Agreement for Professional Services with Dannis Woliver Kelley for Phase II. Superintendent Bradley was asked to request an estimate for services and/or incorporate a not to exceed amount in the Agreement. No action was taken at this meeting.

### 3. Safety Issues (V)

Review of and Discussion


Minutes

Superintendent Bradley reported that she had received a letter and photo from Orlando Lobo regarding the well-travelled embankment leading up to the WCA kindergarten and first grade classrooms. In his letter, Mr. Lobo requested a modest staircase be constructed along the pathway already created leading up to the classrooms from the basketball courts. Following discussion, the committee agreed that JVL Landscaping should be hired to perform the work at a cost not to exceed \$14,000, which would include a DSA compliant rail. Trustee Ziegler suggested that the expense be funded from Fund 49. The work will be scheduled during mid-winter break in February if possible.

### ADJOURNMENT

Minutes

The meeting was adjourned at 4:19 pm.

  
Signature/Date

  
Title

# **Sausalito Marin City School District Minutes**

Created: February 14, 2011 at 02:03 PM

## **Special Meeting**

**February 08, 2011**

**Tuesday, 04:20 PM**

District Office  
630 Nevada Street  
Sausalito

### **Attendees**

Karen Benjamin  
Thomas Newmeyer  
Shirley Thornton  
Mark Trotter  
William Ziegler  
Debra Bradley

*non-voting*

### **Meeting Minutes**

Also in attendance: David Zapol, Kate Tallant

### **CALL TO ORDER**

#### Minutes

President Newmeyer called the special meeting to order at 4:22 pm.

#### **1. Addressing the Board** (D)

Persons wishing to address the Board on items on the agenda or items not on the agenda may do so at this time. (Turn in completed card; 3-minute time limit for presentation. Regarding comments on items that are not on the agenda, Board members may listen to your presentation but are prohibited by the Brown Act from making a response.)

#### Minutes

There was no public comment.

### **STUDY SESSION**

#### **1. Study Session** (I)

The Board will continue their discussion on Strategic Initiative/Planning.

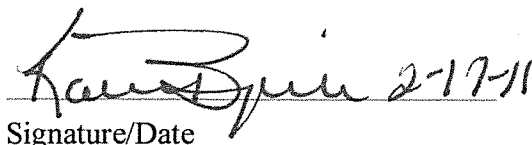
#### Minutes

Board discussions continued

### **ADJOURNMENT**

#### Minutes

The meeting was adjourned at 8:00 pm.

  
Signature/Date

  
Title

**Sausalito Marin City School District**  
**Field Trip Request**

Please complete and submit to Principal at least one month before field trip date.

Request Date Jan. 19, 2011 Destination Wildcare  
Address 76 Albert Park Lane. S.R. 94901

Teacher(s) Jennifer Banks

Grade(s) K # Children 17 # Adults 5 Reservation Made yes

Trip Date Feb. 10, 11 Alternate Date ✓

Departure Time 10:15am Pick Up @ Field Trip Site Bayside @ 12:45

Transportation: School Bus ☒ Private Car ☐ Walking ☐ Public Transport ☐

Funding Source: District ☐ Other ☒ # of Lunches Needed 17

Name of staff member responsible for submitting completed lunch count to the district office at the end of the trip: Jennifer Banks

Expenses (itemized) All expenses paid by Grant from Wildcare

Name & Title of Person Offering Program Anya 453-1070 ex. 12

Standard Supported (in detail): Life Science: Different types of plants & animals inhabit the earth. Students know how to observe  
1. Every student must have a permission slip signed by a parent. School rules and safety instructions must be reviewed.  
2. If there is a cost connected to this trip, site must provide an invoice to the Business Office for payment.  
3. If lunches are provided, the classroom teacher is responsible for notifying the District Office of confirmed number of lunches needed AND for completion of form to indicate names of all children who were served lunch while on the field trip.

**For District Use**

Funding Source NA

Verification of Fund Availability M. B. [Signature]

Business Manager

**Disposition**

Approved ☒

Denied ☐

Date 1/27/11

[Signature], School Principal

Approved ☒

Denied ☐

Date 2/17/11

[Signature], Superintendent

Approved ☒

Denied ☐

Date 2-17-11

[Signature], Board of Trustees

9/14/09

Business Office

[Signature] 2/2/11