



## SAUSALITO MARIN CITY SCHOOL DISTRICT

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

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

**Thursday, April 4, 2019**

4:30 p.m. Open Session – Bayside Martin Luther King Jr. Multi-Purpose Room  
4:31 p.m. Closed Session – Bayside Martin Luther King School Conference Room  
6:00 p.m. Open Session – Bayside Martin Luther King Jr. Multi-Purpose Room

**1. OPEN SESSION – Call to Order**

**2. CLOSED SESSION – AGENDA**

- 2.01 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(b)(1)):**  
CTRG v. SMCSD, MCSC Case No. CIV 1802001
- 2.02 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GOVERNMENT CODE 54956.9)**  
Willow Creek Academy v. Sausalito Marin City School District; Mary Jane Burke (Case No. CIV 1900855)
- 2.03 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 – One Case
- 2.04 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - (Government Code 54956.9)**  
Case # OAH2018101191

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

**4. PLEDGE OF ALLEGIANCE** 2 minutes

**5. AGENDA REORGANIZATION/APPROVAL** 2 minutes  
Are there any requests from the Board to move any agenda item to a different location?

**6. BOARD COMMUNICATIONS** 10 minutes

**7. ACKNOWLEDGMENTS**

**8. PRESENTATIONS** 10 minutes  
**8.01** California Collaborative for Educational Excellence/ Community Advisory Council

## 9. ORAL COMMUNICATIONS

30 minutes

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

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

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

## 10. CORRESPONDENCE

10 minutes

- 10.01 City of Sausalito to California Attorney General
- 10.02 Young, Minney & Corr to California Attorney General
- 10.03 Fair Political Practices Commission

## 11. REPORTS

30 minutes

- 11.01 Superintendent
- 11.02 Site Leadership - David Finnane
- 11.03 Willow Creek Academy

## 12. COMMITTEE REPORTS

15 minutes

- 12.01 LCAP/Budget – Trustee Members: Turner, Van Alst
- 12.02 Charter Oversight – Trustee Member: Hough
- 12.03 Community School –Trustee Members: Green, Turner
- 12.04 Facilities – Trustee Members: Green, Van Alst
- 12.05 Collaboration – Trustee Members: Turner, Van Alst
- 12.06 Policy – Ad Hoc (Expires June 2020) – Trustee Members: Hough, Van Alst
- 12.07 Superintendent Committees

## 13. DISCUSSION / INFORMATION ITEMS

30 minutes

- 13.01 Willow Creek Academy 2018-2019 Second Interim Budget
- 13.02 District Oversight Report - Willow Creek Academy 2018-2019 Second Interim Budget
- 13.03 Sausalito Marin City School District 2019-2020 Prop. 39 Offer of Facilities to Willow Creek Academy

## 14. CONSENT AGENDA

5 minutes

- 14.01 Payment of Warrants – Batches 30-32
- 14.02 Minutes of the February 14 and 25, March 4, 7, 14 and 25, 2019 Board Meetings
- 14.03 Donations for Classroom Libraries:

Jay Huck

Jeffrey & Leslie Bergholt - \$2000

Michael Craig - \$2000

William Hawthorne - \$2000

Steven & Margo Hays – 2000

Andrea Paradise - \$1750 (plus a matching \$1750 from employer)

Daniel & Linsey Perlov - \$2000

David & Amy Schaeffer - \$2000

David & Sarah Swain - \$2000

Michael & Kari Zazzara - \$2000

- 14.04 Consider Approval of the Proposal from Marin Fence Company for a New Gate Closer At BMLK

## 15. ACTION ITEMS - Items Removed from the Consent Agenda: Any item removed from the Consent Agenda may be discussed and acted upon individually

30 minutes

- 15.01 **Public Hearing:** Sausalito District Teachers' Association's (SDTA) Initial Proposal for 2019 - 2020
- 15.02 Consider Approval of the Agreement with Wulff Hansen for Municipal Advisory Services
- 15.03 Consider Approval of the Proposal from Board Docs for Agenda Posting Management

**16. PERSONNEL ACTION ITEMS**

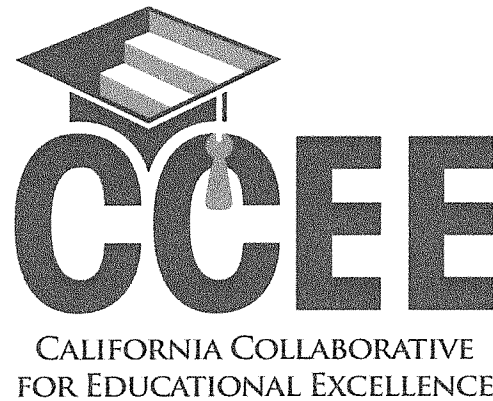
**17. POLICY DEVELOPMENT**

**18. FUTURE MEETINGS**

**18.01** The next Regular Meeting of the Board of Trustees will be on Thursday May 9, 2019 in the Bayside Martin Luther King School Multi-Purpose Room

**19. FUTURE TOPICS**

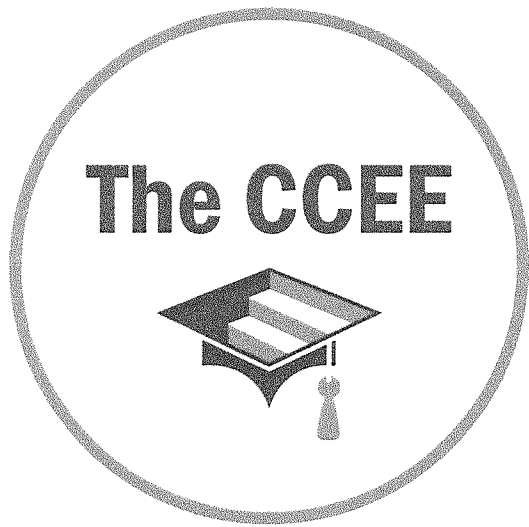
**20. ADJOURNMENT**



## **Sausalito Marin City School District - Pilot Partnership Story**

**April 4, 2019**

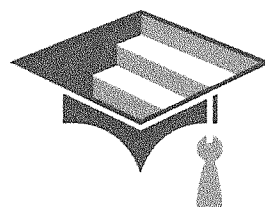




The California Collaborative for Educational Excellence (CCEE) is a statewide agency that exists to “advise and assist” local education agencies (LEAs) in achieving their LCAP goals (EC 52074) and shall do so by “facilitating continuous improvement” for LEAs within the state System of Support. (EC 52059.5).

Our experienced team is composed of experts in:

- Educational Leadership
- Education Research
- Instructional Practice
- Professional Development
- Outreach and Communications



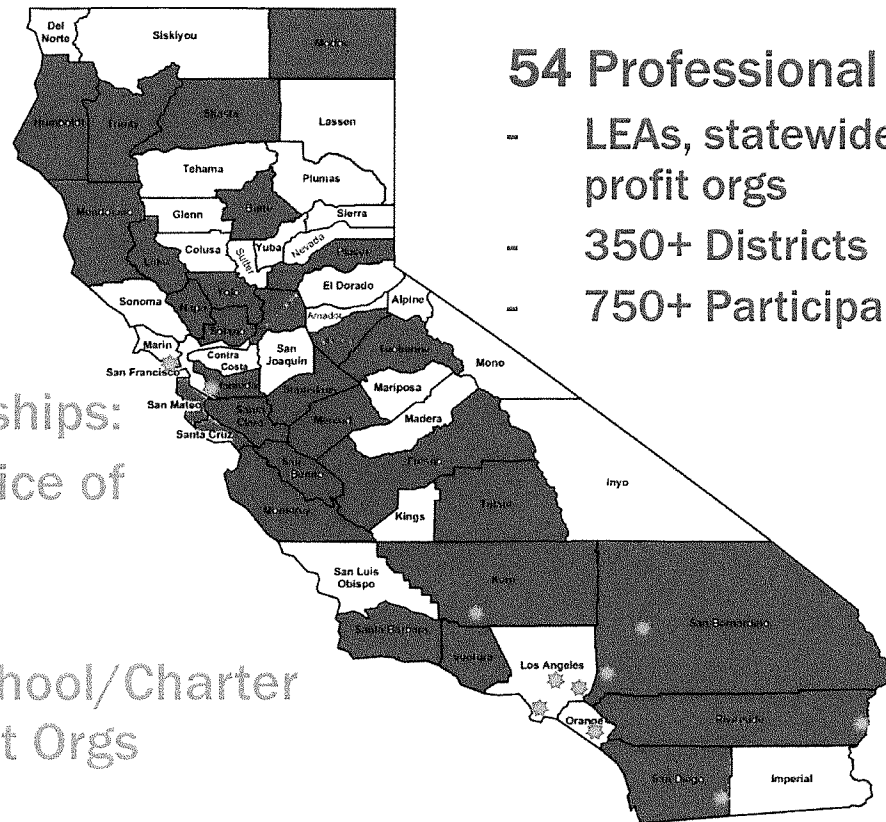
Across all strands of work,  
the CCEE strives to be a:

**COLLABORATOR & FACILITATOR**

**STRATEGIC THOUGHT PARTNER**

**RESOURCE CONNECTOR**

# CCEE Statewide Partnerships



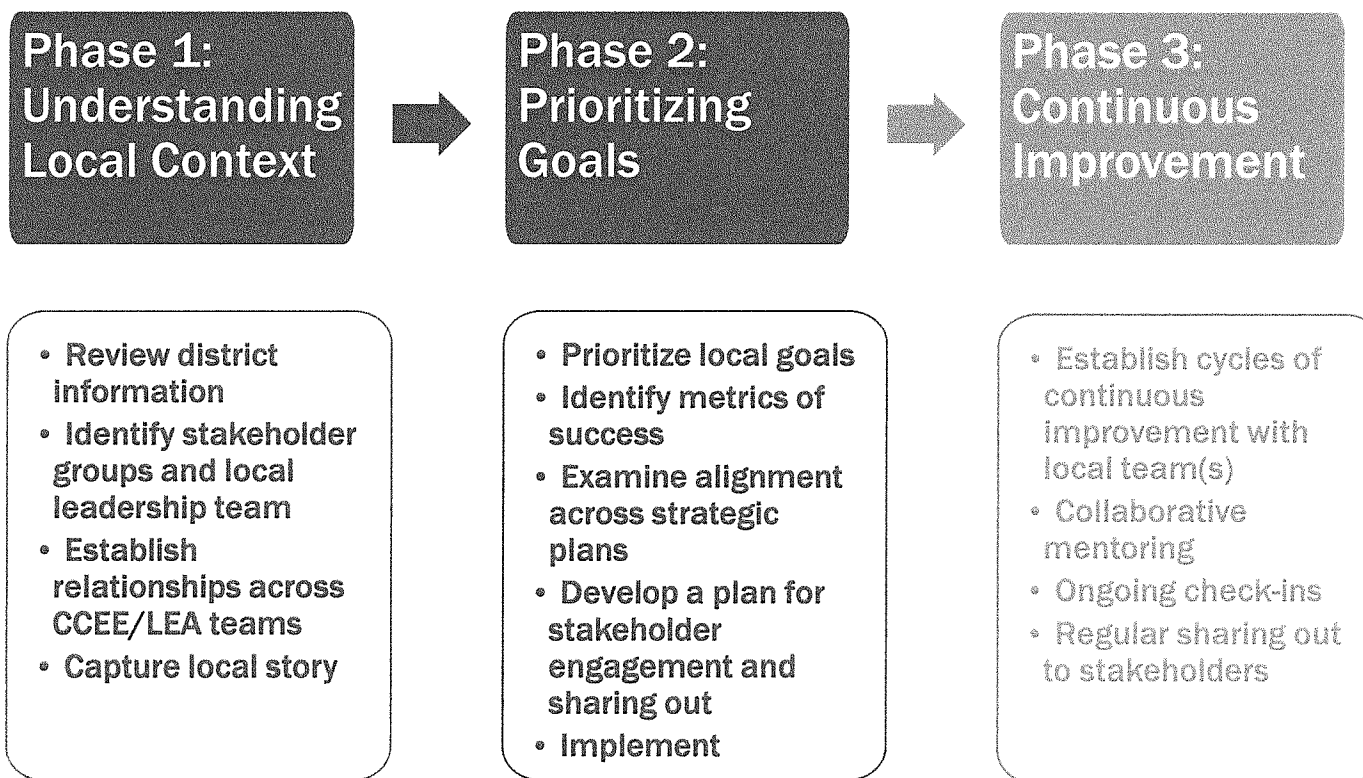
## 54 Professional Learning Networks

- LEAs, statewide agencies, and non-profit orgs
- 350+ Districts
- 750+ Participants

## 11 LEA Partnerships:

- 1 County Office of Education
- 8 Districts
- 2 Charter School/Charter Management Orgs

# Partnership Phases



# SMCSD-CCEE Partnership



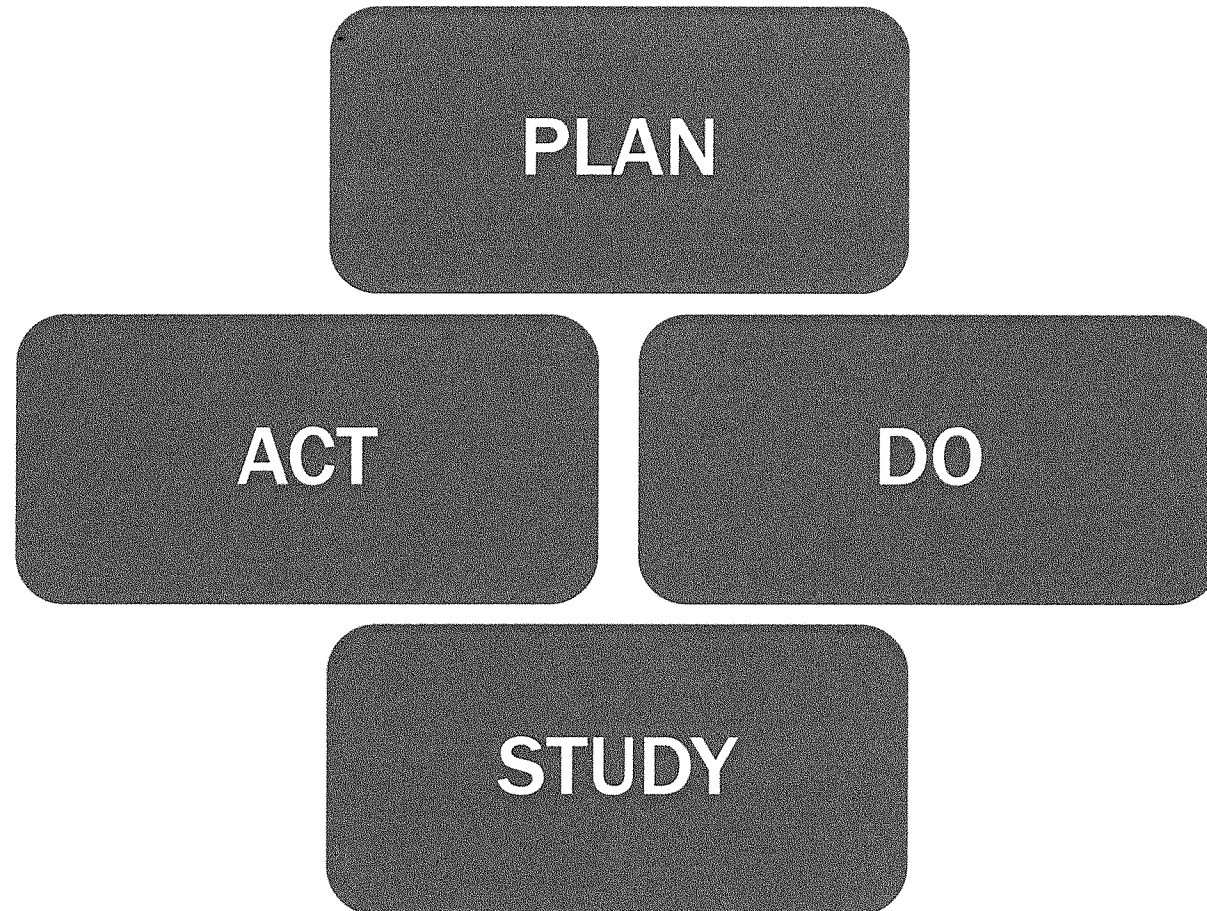
September 2016: SMC Board passes resolution approving partnership  
Winter 2016: Stakeholder feedback forums and site visits  
March 2017: First convening of the Community Advisory Committee (CAC)  
Summer 2017: Onboarding of Community School Coordinator (CSC)  
Fall 2017: Focus on aligning mission, vision, and goals  
March 2018: First convening of the Transformation Team  
Fall 2017: Focus on community partner meetings and refinement of systems  
Spring 2019: Onboarding of Community School Manager (CSM)

## Ongoing role of the CCEE:

- Collaboration with SMCSD and Marin County Office of Education (MCOE) leadership
- Collaboration with Community-Based Organizations
- Support of Bayside MLK Jr. Academy staff



# 2018-19 Continuous Improvement



# 2018-19 Continuous Improvement



## CYCLE 1

Set up systems to support community school development—plan for:

- Community Partner Meeting procedures
- Community Partner Database development
- Restructuring/reconvening advisory groups

Refine strategy based on outcomes of the asset mapping and needs assessment processes as well as input from advisory groups

- Hold Impact Planning Meetings with Community Partners

- Build out the Community Partner Database
- Restructure/reconvene the Community Advisory Committee and the Transformation Team

- Study school academic and behavioral data to identify needs and set targeted goals
- Study Community Partner Database to identify high-leverage collaboration opportunities and gaps in services



# 2018-19 Continuous Improvement



## CYCLE 2

Develop job description and plan to hire new Community School Manager  
- Vet job description with CAC and other relevant groups

Focus for the next few months

Support the onboarding process for the new Community School Manager

- Post job description and actively recruit qualified applicants
- Hold interviews

This is where we are

- Use rubric(s) to determine the best candidate using clear and transparent criteria



# 2018-19 Continuous Improvement



## CYCLE 3

Connect the community school work to a clearly articulated vision for 2019-20

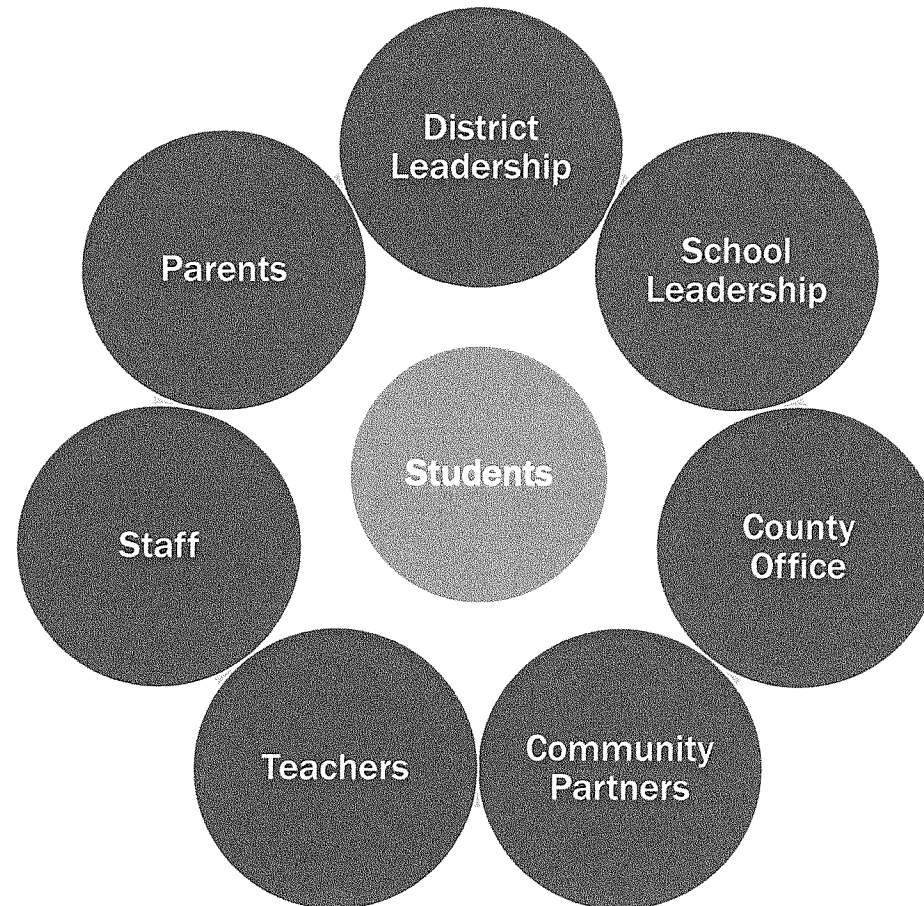
Happening at  
today's  
meeting

Share a refined version of the 2019-20 plan with the SMCS Board and wider community

Gather input and feedback on the plan from Bayside MLK staff, the CAC, the SSC and other community stakeholders

- Review collected feedback and refine the 2019-20 plan

# 2018-19 CAC Working Group





# Lessons Learned

## 1. Sustained change is not simple or quick

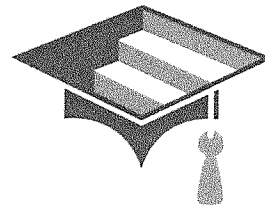
- Effective implementation of a change idea (e.g., developing a community school) requires:
  - ☐ Community engagement and investment
  - ☐ Clearly articulated systems and processes
  - ☐ Commitment of dedicated staff to drive the work forward over time

## 2. Context is critical

- Progress depends on many factors and it can be challenging to maintain a singular focus when there are so many demands on time and attention

## 3. It's important to stay grounded in our shared goal

- The most productive work happens when everyone involved is rallied around a shared goal: doing what's best for students



**THANK YOU!**



**LAW OFFICES OF YOUNG, MINNEY & CORR, LLP**

THE CHARTER LAW FIRM

MARCH 19, 2019

**PAUL C. MINNEY ESQ.**

FOUNDER/PARTNER • ATTORNEY AT LAW

pminney@mycharterlaw.com

**VIA: U.S. AND ELECTRONIC MAIL**

GARRETT.LINDSEY@DOJ.CA.GOV

Xavier Becerra  
Attorney General of California  
OFFICE OF THE ATTORNEY GENERAL CALIFORNIA  
California Department of Justice  
Attn: Public Inquiry Unit  
P.O. Box 944255  
Sacramento, CA 94244-2550

**Re: Investigation of the Sausalito Marin City School District Involving  
Willow Creek Academy**

Dear Attorney General Becerra:

Our office represents Willow Creek Academy (“WCA”), a public charter school in the Sausalito Marin City School District (the “District”). The purpose of this letter is to discuss the California Attorney General’s investigation into the District as it affects WCA, and to request a meeting with you regarding the matter.

As background, in 2016, Marin County Superintendent Mary Jane Burke (“Superintendent Burke”) requested that the Fiscal Crisis and Management Assistance Team (“FCMAT”) review certain issues in the District, including, among other things, the District’s relationship with WCA. FCMAT issued its report in August 2016, erroneously concluding that \$1.1 million to \$1.9 million in public funding had been inappropriately “diverted” to WCA at the expense of Bayside Martin Luther King Jr., Academy (“Bayside MLK”) (the District’s only traditional non-charter school). WCA and the District issued responses debunking that conclusion.

Superintendent Burke, ignoring the data and the law that refuted FCMAT’s claims regarding WCA, then forwarded the report to the State Superintendent of Schools, asking that he request an opinion from the California Attorney General (“AG”) on certain issues addressed in the FCMAT report. Late that year, the AG (Bureau of Children’s Justice) opened an investigation into the District.

Over two years later, on December 11, 2018, the AG’s office issued a brief, one-and-a-half page letter setting forth its conclusions from this investigation: (1) that Bayside MLK is racially segregated, and that the District established and has maintained it with the “intent” that it be segregated; and (2) that the District “has not provided critical education resources to the students

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MAIN OFFICE: 655 UNIVERSITY AVENUE, SUITE 150, SACRAMENTO, CA 95825 • WWW.MYCHARTERLAW.COM

at the majority Black Bayside MLK Academy comparable to those provided to students at the plurality White Willow Creek Academy.” A copy of this letter is attached for ease of reference.

The AG letter offered limited legal analysis and no supporting evidence for these conclusions. The letter also failed to articulate any potential or suggested solutions to the problems identified. In the letter, however, the AG requested a meeting on December 21, 2018 with representatives from the District. The Sausalito Marin City School District Board rejected numerous requests from WCA and the community for representatives from WCA to be included in this meeting.

On December 14, 2018, I also spoke with Deputy Attorney General Garrett Lindsey (“Mr. Lindsey”) regarding the matter. During that call, Mr. Lindsey indicated that he understood this matter was of great interest to WCA and that WCA is involved in the investigation, but that the AG was only going to meet with the District. Mr. Lindsey claimed that there was statutory authority requiring him to keep the investigation confidential – despite the fact that the letter, legal conclusions, and WCA’s alleged involvement in the matter has been made public. We note also that the demographics of the District and the allocation of resources are matters of public record.

The meeting was held on December 21, 2018 and, we believe, additional meetings have occurred. All participants have since refused to divulge any information about those discussions. Thus, despite the fact that the AG has suggested that the allocation of resources has inappropriately favored WCA, WCA has been purposely excluded from discussions aimed at addressing this perceived issue. This is almost certainly a violation of WCA’s due process rights, as discussions regarding solutions to the alleged misallocation of resources and/or segregation will have a clear impact on WCA and its public school students (and parents) and staff. Please be aware, as noted above, that there are only two public schools in the District (Bayside MLK and WCA); therefore, any proposed solution that impacts that District’s finances directly impacts WCA as there is only a fixed sum of money annually to fund both schools.

Additionally, the December 11, 2018 AG letter contains significant errors in need of redress. Since WCA has been excluded from the conversation with the AG, WCA has been unable to formally clarify these points, but will do so now.

For one, the casting of this issue as one arising from WCA’s status as “plurality White” and Bayside MLK as “majority Black” is profoundly misleading. In all 18 years of its operation, WCA has served significantly more students of color than white students, and WCA has continuously undertaken efforts to ensure that the ethnic makeup of its student population is reflective of the people in its community. WCA also enrolls more students of color (and more low income and English learners) than all of the students attending Bayside MLK. In 2017-2018, WCA served 240 students of color, more than double the total enrollment at Bayside MLK.

Second, the suggestion that the extremely modest allocation of discretionary resources to WCA has been a contributing factor to the District’s challenges is incorrect. Those social and academic challenges existed for decades prior to WCA’s creation in 2001, despite per-student

public funding at Bayside MLK that was and remains at or near the highest levels in the California public school system. In 1997, the Marin County Grand Jury issued a scathing report about the District, citing “dismal test scores, lack of leadership and violent student behavior.” The report noted that the District “enjoyed three times Marin’s average financial resources per student, so scarcity of funds was no excuse.” By 1997, the public schools in the area had largely re-segregated with only a small fraction of enrollment comprised of white students.

Against this backdrop, in 1999, community members initiated efforts to establish a charter school with the aim of re-establishing quality public education in the District. The District granted Willow Creek Academy a charter, and the school opened its doors with roughly 40 students in 2001 -- the vast majority of them students of color from Marin City. WCA now educates roughly 80% of all public school students in the District, with about equal proportions of students residing in Marin City and Sausalito. Every year of its existence, and to this day, a majority of students at WCA are children of color.

Third, the conclusion in the December 11, 2018 letter that “the District has not provided critical education resources to students at [Bayside MLK] comparable to those provided to students at [WCA]” is false. In fact, since WCA’s inception in 2001, there has been a large disparity in funding favoring Bayside MLK over WCA, with Bayside MLK typically receiving between two and four times the per student funding allocated to WCA. Additionally, the District Board has recently approved an interim budget that would lead to a roughly one million dollar reduction in available funding to WCA. It would also result in per-student funding of WCA of less than \$10,000 per student while allocating more than \$40,000 per student to Bayside MLK.


Because of the vast, unjustifiable and inequitable disparity in funding and treatment of the two schools in the District, on March 5, 2019, WCA filed suit against the District for violation of full and fair funding as required under Education Code section 47615, violation of Equal Protection pursuant to the California Constitution, and Breach of Fiduciary Duty against the District and Superintendent Burke for their failure to treat all students in the District, including those that attend the public charter school, equally. A copy of that Writ Petition and Complaint is attached for your review. The issues addressed in WCA’s lawsuit appear to overlap with the AG’s investigation as it pertains to funding and issues of equality. To prevent prejudicing WCA’s right to an adjudication of these issue on the merits, WCA thus expects to be included in discussions with the AG and the District ahead of any effort to enter a stipulated judgment or consent decree.

Willow Creek Academy has worked for eighteen years to be a part of the solution by providing a positive educational environment for all the students in our District. Its success in desegregating 80% of the District’s enrollment on a fraction of the per-student budget of the traditional school should be a model to be expanded. To help redress any concerns and to facilitate its continuing contribution to racial and socio-economic integration of the District, WCA requests a meeting with you at your earliest convenience. I can be reached any time by cell phone at (916) 837-9700.



We have the sincere hope that going forward, the Attorney General's work will move both WCA and Bayside MLK towards providing an excellent education to every public school student in the Sausalito Marin City School District.

Very truly yours,  
**LAW OFFICES OF YOUNG,  
MINNEY & CORR, LLP**

  
**PAUL C. MINNEY**  
**ATTORNEY AT LAW**

cc: Garrett Lindsey, Deputy Attorney General (email only)  
Mary Jane Burke, Marin County Superintendent of Schools (email only – through legal counsel)  
Ida Green, Sausalito Marin City School District Board President (email only – through legal counsel)

Enclosures:

- (1) December 11, 2018 Letter from the Attorney General's Office
- (2) Willow Creek Academy's Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief







# CITY OF SAUSALITO

420 Litho Street • Sausalito, CA 94965  
Telephone: (415) 289-4100  
[www.sausalito.gov](http://www.sausalito.gov)

March 19, 2019

Xavier Becerra, Attorney General  
Garrett M. Lindsay, Deputy Attorney General  
State of California, Department of Justice  
300 Spring Street, Suite 1702  
Los Angeles, California 90013

Re: *In the Matter of the Investigation of the Sausalito Marin City School District*

Dear Mr. Becerra and Mr. Lindsay:

I write this letter on behalf of the Sausalito City Council with regard to your office's investigation of the Sausalito Marin City School District. The City of Sausalito is comprised of approximately 7500 residents and our entire City is within the jurisdictional boundaries of the Sausalito Marin City School District. Our local public schools, Bayside MLK Academy and Willow Creek Academy, serve a vital role in the quality of life and well-being of our residents. Not only do approximately 165 children from Sausalito attend public school in the District, but Sausalito residents contribute over 85% of the local property tax revenue that supports the District. Our residents embrace the economic and racial diversity of our unique District. Given our City's strong interest in the success of our local public schools, the City of Sausalito is deeply concerned about the on-going, private discussions between your office and the Sausalito Marin City School Board members and Interim Superintendent, Terena Mares, following your letter dated December 11, 2018.

Conducting these discussions behind closed doors is causing a great deal of concern and uncertainty in our community. On Tuesday, March 12, the City Council held a public hearing to receive information from the District and we were told that all information related to discussions with your office is confidential and that District Board members and officials are prohibited from discussing it. Board President Ida Green also stated that it was possible a stipulated judgment would be entered without first having any public hearing to allow members of the Sausalito and Marin City communities to comment on proposed outcomes of your investigation.

As public officials charged with advocating for our residents, we would strongly urge you to engage in a more transparent process in order to allow the community to come together around potential solutions. Unilateral imposition of conditions without full public disclosure and participation will only serve to increase the discord and uncertainty faced by our district's families, children and concerned residents. To that end, we urge you to disclose all of the facts related to your investigation, your conclusions and the potential outcomes for our schools.

We respectfully request that before you impose any conditions on the District and/or enter into any settlement agreement with the District your office and the District hold an open community forum to fully discuss your investigation and the steps you will be asking the District to take based on the conclusions in your December 11<sup>th</sup> letter.

FAX NUMBERS:

Administration: (415) 289-4167  
Recreation: (415) 289-4189

Community Development: (415) 339-2256

Library: (415) 331-7943  
Public Works: (415) 289-4138

Ms. Xavier Becerra  
Mr. Garrett M. Lindsay  
March 19, 2019  
Page 2

In the event that you are unwilling or unable to hold such a forum we request that you allow the District to openly and publicly discuss the terms of any proposed settlement with your office in order to provide an opportunity for meaningful public input before it is finalized.

Finally, if you are not able to comply with either of our first two requests we hereby respectfully submit a request pursuant to the California Public Records Act for all records related to your investigation of the Sausalito Marin City School District including any records related to your discussions with District Board members and Interim Superintendent Mares including all discussions resulting from and referenced in your December 11, 2018 letter.

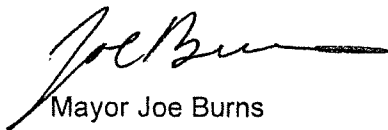
If any of the requested information is considered confidential we request that you provide it in accordance with California Government Code Section 6254.5 (e) which provides that the confidential nature of the information is not waived if the information is:

"(e) Made to a governmental agency that agrees to treat the disclosed material as confidential. Only persons authorized in writing by the person in charge of the agency shall be permitted to obtain the information. Any information obtained by the agency shall only be used for purposes that are consistent with existing law."

The City of Sausalito agrees to keep confidential information you designate as confidential and such information will only be shared with the City's elected City Council members, the City Manager and City Attorney.

We look forward to your response.

Sincerely,



Mayor Joe Burns

Cc: Senator Mike McGuire  
Supervisor Kate Sears  
City Council Members  
School Board Members  
Interim Superintendent Terena Mares  
Adam Politzer, City Manager  
Mary Wagner, City Attorney



STATE OF CALIFORNIA  
FAIR POLITICAL PRACTICES COMMISSION  
1102 Q Street • Suite 3000 • Sacramento, CA 95811  
(916) 322-5660 • Fax (916) 322-0886

March 13, 2019

Loren Soukup  
Senior Associate General Counsel  
School and College Legal Services  
5350 Skylane Boulevard  
Santa Rosa, CA 95403

Re: Your Request for Advice  
**Our File No. 19-049**

Dear Ms. Soukup:

Your letter requesting advice under the Political Reform Act ("Act") was received by the Fair Political Practices Commission ("Commission") on March 7, 2019. If you have any questions about this request, you may contact Kevin Cornwall, the attorney who has been assigned to your questions at (916) 322-5660.

Please note that sometimes it is not appropriate to issue a written response. Therefore, your request may be denied. This may occur, for example, if your request involves past conduct or you are not authorized by the advisee to make the request. (Gov. Code § 1097.1(c)(2) and 2 Cal. Code Regs., §§ 18329, 18329.5, and 1097.1(c)(2).)

If your request seeks formal written advice under Government Code Section 83114(b), you may expect a response within 21 working days. However, due to resource constraints, the Commission may not be able to respond to you within the 21 working days.

Moreover, should we require additional information before responding to your request, we will contact you and our response will be provided within 21 working days from the date on which we receive the additional information.

Also, your request and our response are public records that may be disclosed to the public upon receipt of a proper request for disclosure. For questions about the status of your request, contact Juanita Lira, at (916) 322-5660.

Very truly yours,

Dave Bainbridge  
General Counsel,  
Legal Division

DB:jgl



*Willow Creek*  
ACADEMY

Mar 14, 2019

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

**Subject:** 2018/19 2<sup>nd</sup> Interim Budget Submission

Enclosed are the 2<sup>nd</sup> Interim Budget Submission documents for Willow Creek Academy.  
The submission includes the following items as required by the State of California:

- Charter Schools Alternative Form

Also included are the following items requested by the County:

- WCA 18-19 Multi-Year Budget

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

Sincerely,

Tara Seekins  
Head of School

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

- Enrollment is currently estimated at 406.
- State Aid, EPA and In-Lieu revenues are projected based on MCOE's current LCFF funding model.
- Federal and State revenues reflect the latest available information, including \$70,593 for one-time Discretionary funding.
- Per the fiscal year 18/19 agreement between SMCS D and WCA, Basic Aid Sharing has increased by \$179,609.
- Private Revenues from sources consistent over past years are budgeted based on current information.
- Books/Supplies reflect a \$15k increase.
- Services/Operating expenditures reflect a \$145,515 increase, including \$2,542 increase Oversight Fees, \$21,837 increase in Insurance, \$75k for Legal Services, \$40k for Employee Recruitment Fees and \$5k increase in Communications.
- The above generate a budgeted Net Increase for the year of \$197,410.

Assumptions for the Multi Year Budget Projection:

- Enrollment is currently projected 406 in year 19/20 and 20/21.
- State Aid, EPA and In-Lieu revenues are projected based on MCOE's current LCFF funding model.
- Other Local Revenue grants that are historically received each year have been carried forward to future years.
- Food Service and After School Revenue and Expenses were calculated using an estimated per pupil utilization and estimated in-house Food Service and After School costs.
- Certificated and Classified salaries for year 19/20 were calculated to reflect a 3.46% cost of living adjustment. Year 20/21 salaries reflect a 2.86% cost of living adjustment, per the current SSC Dartboard.
- Instructional Materials and Other Materials decreased slightly for year 19/20 and increased slightly for 20/21.
- Basic aid excess sharing for 19/20 is not included, as the new MOU has not been negotiated. Basic aid sharing for 20/21 assumes resolution of the MOU.
- Costs as proposed by the District in its 1<sup>st</sup> Interim submission (December 2018) for special education, facilities charges, and utilities are reflected in 19/20 and 20/21, along with proposed changes to special education revenue and district overhead charges.
- The above generate a budgeted Net Decrease for the year of \$797,907 for year 19/20 and Net Increase of \$93,015 for year 20/21.

**Willow Creek Academy 2nd Interim Assumptions  
2018/19**

<b><u>Enrollment Assumptions</u></b>	<b><u>2018/19</u></b>	<b><u>2019/20</u></b>	<b><u>2020/21</u></b>
Grades K-3	164	164	164
Grades 4-6	136	136	136
Grades 7-8	85	85	85
<u>Grades 9-12</u>	-	-	-
Total Enrollment	<b>384</b>	<b>385</b>	<b>385</b>
<u>ADA%</u>	0.0%	0.0%	0.0%
Total ADA	-	-	-
Free and Reduced Lunch Students (FRL)	162	162	162
English Language Learners (EL)	71	71	71
Foster Youth	2	2	2
Unduplicated Count (FRL, EL, Foster Youth)	189	189	189
Special Education Students	-	-	-
Resident LEA Unduplicated % for LCFF Concentration Grant	0%	0%	0%
Percentage of LCFF gap closing increment projected	0%	0%	0%
<b><u>Funding Rates:</u></b>	<b><u>2018/19</u></b>	<b><u>2019/20</u></b>	<b><u>2020/21</u></b>
<u>Local Control Funding Formula Base Grant Rates</u>			
Grades K-3	\$ 7,459	\$ 7,717	\$ 7,938
Grades 4-6	\$ 7,571	\$ 7,833	\$ 8,057
Grades 7-8	\$ 7,796	\$ 8,066	\$ 8,297
Grades 9-12	\$ -	\$ -	\$ -
<u>Federal Revenues:</u>			
Special Education per student:	\$ -	\$ -	\$ -
Child Nutrition per student:	\$ -	\$ -	\$ -
Other Federal Revenue - Provide listing, including amounts	Title I \$55,760, Title II \$9,718, Title III-Imm \$2,216, Title III-LEP \$7,231		
<u>State Revenues:</u>			
Special Education per student	\$ -	\$ -	\$ -
Child Nutrition per student	\$ -	\$ -	\$ -
Lottery per ADA:	\$ -	\$ -	\$ -
Other State Revenue - Provide listing, including amounts	Mandate Block \$6,264, Mandate Discr \$70,593, ASES \$64,865, Classified School Employee Grant \$2,924, Low Performing Student Block Grant \$12,844		
<u>Local Revenue</u> - Provide listing, including amounts	Donations \$100, Other Local Revenues \$352,259, Basic Aid Sharing \$393,923		

**Willow Creek Academy 2nd Interim Assumptions  
2018/19**

<u><b>Expenditure Assumptions</b></u>	<u><b>2018/19</b></u>	<u><b>2019/20</b></u>	<u><b>2020/21</b></u>
<u><b>Certificated Salaries:</b></u>			
Number of FTEs - Teachers	21	21	21
Number of FTEs - Pupil Support Salaries	-	-	-
Number of FTEs - Supervisor/Admin Salaries	2	2	2
Number of FTEs - Other Certificated Salaries	-	-	-
COLA percentage increase		0.0%	0.0%
<i>Provide description of significant changes from prior reporting period</i>			
<u><b>Non Certificated Salaries:</b></u>			
Number of FTEs - Instructional Aides' Salaries	10	10	10
Number of FTEs - Non-certificated Support Salaries	10	10	10
Number of FTEs - Supervisor/Admin Salaries	1	1	1
Number of FTEs - Clerical and Office Salaries	2	2	2
Number of FTEs - Other Non-Certificated Salaries	4	4	4
<i>Provide description of significant changes from prior reporting period</i>			
<u><b>Benefits</b></u>			
STRS (rate)	0.0%	0.0%	0.0%
Number of STRS employees	0	0	0
Non-certificated retirement (rate)	0	0	0
Number of employees non-STRS retirement	28	28	28
Health and welfare (per FTE)	4,290	4,290	4,290
Number eligible employees for health benefits	36	36	36
Unemployment insurance (rate)	0.1%	0.1%	0.1%
Workers Comp Insurance (rate)	0.8%	0.9%	0.9%
<u><b>Books and Supplies</b></u>			
<i>Provide description of significant changes from prior reporting period</i>			
<u><b>Services &amp; Other Operating Expenditures</b></u>			
<i>Provide description of significant changes from prior reporting period</i>			
Increase of \$140k for Legal and Employee Recruitment			
<u><b>Capital Outlay</b></u>			
<i>Provide description of significant changes from prior reporting period</i>			
<u><b>Other Outgo</b></u>			
<u><b>Other Financing Sources</b></u>			
<u><b>Other Financing Uses</b></u>			



**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
2nd Interim Report - Detail**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
State Aid - Current Year	8011	279,583.00		279,583.00	215,961.00		215,961.00	277,012.00		277,012.00
EPA - Current Year	8012	77,710.00		77,710.00	38,356.00		38,356.00	76,840.00		76,840.00
State Aid - Prior Years	8019	-		-	-		-	0.00		-
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,072,735.00		3,072,735.00	1,503,395.00		1,503,395.00	3,036,532.00		3,036,532.00
Other LCFF Transfers	8091, 8097	-		-	-		-	-		-
Total, LCFF Sources		3,430,028.00	-	3,430,028.00	1,757,712.00	-	1,757,712.00	3,390,384.00	-	3,390,384.00
2. Federal Revenues										
No Child Left Behind	8290		74,018.00	74,018.00		42,323.00	42,323.00		74,925.00	74,925.00
Special Education - Federal	8181, 8182		-	-		-	-		-	-
Child Nutrition - Federal	8220		83,743.00	83,743.00		32,842.00	32,842.00		82,924.00	82,924.00
Other Federal Revenues	8110, 8260-8299		-	-		-	-		-	-
Total, Federal Revenues		-	157,761.00	157,761.00	-	75,165.00	75,165.00	-	157,849.00	157,849.00
3. Other State Revenues										
Special Education - State	StateRevSE		-	-		-	-		-	-
All Other State Revenues	StateRevAO	139,834.00	94,221.00	234,055.00	60,305.00	4,645.00	64,950.00	139,570.00	110,012.00	249,582.00
Total, Other State Revenues		139,834.00	94,221.00	234,055.00	60,305.00	4,645.00	64,950.00	139,570.00	110,012.00	249,582.00
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	626,073.00	124,028.00	750,101.00	145,431.00	60,035.00	205,466.00	746,282.00	111,125.00	857,407.00
Total, Local Revenues		626,073.00	124,028.00	750,101.00	145,431.00	60,035.00	205,466.00	746,282.00	111,125.00	857,407.00
5. TOTAL REVENUES										
		4,195,935.00	376,010.00	4,571,945.00	1,963,448.00	139,845.00	2,103,293.00	4,276,236.00	378,986.00	4,655,222.00
B. EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	1,493,992.00	50,969.00	1,544,961.00	820,086.00	38,655.00	858,741.00	1,495,427.00	66,284.00	1,561,711.00
Certificated Pupil Support Salaries	1200	-	-	-	-	-	-	-	-	-
Certificated Supervisors' and Administrators' Salaries	1300	210,582.00	-	210,582.00	122,529.00	-	122,529.00	212,025.00	557.00	212,582.00
Other Certificated Salaries	1900	-	-	-	-	-	-	-	-	-
Total, Certificated Salaries		1,704,574.00	50,969.00	1,755,543.00	942,615.00	38,655.00	981,270.00	1,707,452.00	66,841.00	1,774,293.00
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	590,835.00	-	590,835.00	322,439.00	-	322,439.00	578,988.00	2,924.00	581,912.00
Non-certificated Support Salaries	2200	128,160.00	205,428.00	333,588.00	60,345.00	106,424.00	166,769.00	113,058.00	203,408.00	316,466.00
Non-certificated Supervisors' and Administrators' Salaries	2300	36,736.00	-	36,736.00	26,672.00	-	26,672.00	50,309.00	-	50,309.00
Clerical and Office Salaries	2400	118,884.00	-	118,884.00	67,208.00	-	67,208.00	117,836.00	-	117,836.00
Other Non-certificated Salaries	2900	13,899.00	-	13,899.00	5,363.00	-	5,363.00	13,830.00	-	13,830.00
Total, Non-certificated Salaries		888,514.00	205,428.00	1,093,942.00	482,027.00	106,424.00	588,451.00	874,021.00	206,332.00	1,080,353.00

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☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>										
STRS	3101-3102	-	-	-	-	-	-	-	-	-
PERS	3201-3202	-	-	-	-	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	207,233.00	10,753.00	217,986.00	110,348.00	5,438.00	115,786.00	207,782.00	10,599.00	218,381.00
Health and Welfare Benefits	3401-3402	144,692.00	9,546.00	154,238.00	84,633.00	5,498.00	90,131.00	142,893.00	9,438.00	152,331.00
Unemployment Insurance	3501-3502	3,355.00	70.00	3,425.00	972.00	36.00	1,008.00	3,358.00	69.00	3,427.00
Workers' Compensation Insurance	3601-3602	21,671.00	1,125.00	22,796.00	11,573.00	569.00	12,142.00	21,730.00	1,108.00	22,838.00
OPEB, Allocated	3701-3702	-	-	-	-	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-	-	-	-	-
Other Employee Benefits	3901-3902	88,745.00	-	88,745.00	53,464.00	1,227.00	54,691.00	90,651.00	-	90,651.00
<b>Total, Employee Benefits</b>		465,696.00	21,494.00	487,190.00	260,990.00	12,768.00	273,758.00	466,414.00	21,214.00	487,628.00
<b>4. Books and Supplies</b>										
Approved Textbooks and Core Curricula Materials	4100	45,000.00	-	45,000.00	29,629.00	-	29,629.00	45,000.00	-	45,000.00
Books and Other Reference Materials	4200	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
Materials and Supplies	4300	86,500.00	36,704.00	123,204.00	36,619.00	26,330.00	62,949.00	87,741.00	36,785.00	124,526.00
Noncapitalized Equipment	4400	20,128.00	1,000.00	21,128.00	29,786.00	16.00	29,802.00	34,367.00	1,000.00	35,367.00
Food	4700	-	110,000.00	110,000.00	-	60,093.00	60,093.00	-	110,000.00	110,000.00
<b>Total, Books and Supplies</b>		153,628.00	147,704.00	301,332.00	96,034.00	86,439.00	182,473.00	169,108.00	147,785.00	316,893.00
<b>5. Services and Other Operating Expenditures</b>										
Subagreements for Services	5100	-	-	-	-	-	-	-	-	-
Travel and Conferences	5200	-	-	-	-	-	-	-	-	-
Dues and Memberships	5300	4,800.00	1,185.00	5,985.00	4,401.00	798.00	5,199.00	4,800.00	1,185.00	5,985.00
Insurance	5400	18,163.00	-	18,163.00	30,004.00	-	30,004.00	40,000.00	-	40,000.00
Operations and Housekeeping Services	5500	-	-	-	-	-	-	-	-	-
Rentals, Leases, Repairs, and Noncap. Improvements	5600	163,955.00	3,300.00	167,255.00	32,823.00	1,943.00	34,766.00	163,955.00	3,300.00	167,255.00
Transfers of Direct Costs	5700-5799	-	-	-	-	-	-	-	-	-
Professional/Consulting Services & Operating Expenditures	5800	417,352.00	26,749.00	444,101.00	167,409.00	14,397.00	181,806.00	538,151.00	24,628.00	562,779.00
Communications	5900	5,500.00	-	5,500.00	6,741.94	-	6,741.94	10,500.00	-	10,500.00
<b>Total, Services and Other Operating Expenditures</b>		609,770.00	31,234.00	641,004.00	241,378.94	17,138.00	258,516.94	757,406.00	29,113.00	786,519.00
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accrual basis only)</b>										
Land and Land Improvements	6100-6170	-	-	-	-	-	-	-	-	-
Buildings and Improvements of Buildings	6200	-	-	-	-	-	-	-	-	-
Books and Media for New School Libraries or Major										
Expansion of School Libraries	6300	-	-	-	-	-	-	-	-	-
Equipment	6400	-	-	-	-	-	-	-	-	-
Equipment Replacement	6500	-	-	-	-	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	12,127.00	-	12,127.00	-	-	-	12,127.00	-	12,127.00
<b>Total, Capital Outlay</b>		12,127.00	-	12,127.00	-	-	-	12,127.00	-	12,127.00

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Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>7. Other Outgo</b>										
Tuition to Other Schools	7110-7143	-	-	-	-	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest	7438	-	-	-	-	-	-	-	-	-
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-	-	-	-
Total, Other Outgo		-	-	-	-	-	-	-	-	-
<b>8. TOTAL EXPENDITURES</b>		3,834,309.00	456,629.00	4,291,138.00	2,023,044.94	261,424.00	2,284,468.94	3,986,528.00	471,285.00	4,457,813.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		361,626.00	(80,819.00)	280,807.00	(59,596.94)	(121,579.00)	(181,175.94)	289,708.00	(92,299.00)	197,409.00
<b>D. OTHER FINANCING SOURCES / USES</b>										
1. Other Sources	8930-8979	-	-	-	-	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(80,819.00)	80,819.00	-	(129,297.00)	129,297.00	-	(92,299.00)	92,299.00	-
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		(80,819.00)	80,819.00	-	(129,297.00)	129,297.00	-	(92,299.00)	92,299.00	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		280,807.00	-	280,807.00	(188,893.94)	7,718.00	(181,175.94)	197,409.00	-	197,409.00
<b>F. FUND BALANCE, RESERVES</b>										
1. Beginning Fund Balance										
a. As of July 1	9791	1,173,808.40	12,596.00	1,186,404.40	1,173,809.00	12,596.00	1,186,405.00	1,173,809.00	12,596.00	1,186,405.00
b. Adjustments to Beginning Balance	9793, 9795			-	-	-	-	-	-	-
c. Adjusted Beginning Balance		1,173,808.40	12,596.00	1,186,404.40	1,173,809.00	12,596.00	1,186,405.00	1,173,809.00	12,596.00	1,186,405.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,454,615.40	12,596.00	1,467,211.40	984,915.06	20,314.00	1,005,229.06	1,371,218.00	12,596.00	1,383,814.00

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Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Components of Ending Fund Balance (Modified Accrual Basis):										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711	-	-	-	-	-	-	-	-	-
Stores (equals object 9320)	9712	-	-	-	-	-	-	-	-	-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-	-	-
b. Restricted	9740		-			-			-	
c. Committed				-			-			-
1. Stabilization Arrangements	9750	-		-	-		-			
2. Other Commitments	9760	-		-	-		-			-
d. Assigned	9780	-		-	-		-			-
e. Unassigned/Unappropriated				-			-			-
1. Reserve for Economic Uncertainties	9789	-		-	-		-			-
2. Unassigned/Unappropriated Amount	9790M	-	-	-		-	-	-	-	-
f. Components of Ending Net Position (Accrual Basis only)										
1. Net Investment in Capital Assets	9796	-	-	-		-	-			-
2. Restricted Net Position	9797		12,596.00	12,596.00		20,314.00	20,314.00		12,596.00	12,596.00
3. Unrestricted Net Position	9790A	1,454,615.40		1,454,615.40	984,915.06		984,915.06	1,371,218.00		1,371,218.00
G. ASSETS										
1. Cash										
In County Treasury	9110				-	-	-			
Fair Value Adjustment to Cash in County Treasury	9111				-	-	-			
In Banks	9120				719,297.87	-	719,297.87			
In Revolving Fund	9130				-	-	-			
With Fiscal Agent/Trustee	9135				207,169.02	20,314.00	227,483.02			
Collections Awaiting Deposit	9140				-	-	-			
2. Investments	9150					-	-			
3. Accounts Receivable	9200				3,711.34	-	3,711.34			
4. Due from Grantor Governments	9290				-	-	-			
5. Stores	9320				-	-	-			
6. Prepaid Expenditures	9330				8,513.80	-	8,513.80			
7. Other Current Assets	9340				-	-	-			
8. Capital Assets (for accrual basis only)	9400-9489				82,552.86		82,552.86			
9. TOTAL ASSETS		-	-	-	1,021,244.89	20,314.00	1,041,558.89			
H.										
1. Deferred Outflows of Resources	9490	-	-	-						
2. TOTAL DEFERRED OUTFLOWS										

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Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>I. LIABILITIES</b>										
1. Accounts Payable	9500				36,466.79	-	36,466.79			
2. Due to Grantor Governments	9590				(136.96)	-	(136.96)			
3. Current Loans	9640				-	-	-			
4. Deferred Revenue	9650				-	-	-			
5. Long-Term Liabilities (for accrual basis only)	9660-9669				-	-	-			
6. TOTAL LIABILITIES		-	-	-	36,329.83	-	36,329.83			
<b>J. FUND BALANCE</b>										
Ending Fund Balance, January 31					984,915.06	20,314.00	1,005,229.06			

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
2nd Interim Report - Summary**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

					2nd Interim vs. 1st Interim Budget Increase, (Decrease)	
Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	279,583.00	215,961.00	277,012.00	(2,571.00)	-0.92%
EPA - Current Year	8012	77,710.00	38,356.00	76,840.00	(870.00)	-1.12%
State Aid - Prior Years	8019	-	-	-	-	-
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,072,735.00	1,503,395.00	3,036,532.00	(36,203.00)	-1.18%
Other LCFF Transfers	8091, 8097	-	-	-	-	-
Total, LCFF Sources		3,430,028.00	1,757,712.00	3,390,384.00	(39,644.00)	-1.16%
2. Federal Revenues						
No Child Left Behind	8290	74,018.00	42,323.00	74,925.00	907.00	1.23%
Special Education - Federal	8181, 8182	-	-	-	-	-
Child Nutrition - Federal	8220	83,743.00	32,842.00	82,924.00	(819.00)	-0.98%
Other Federal Revenues	8110, 8260-8299	-	-	-	-	-
Total, Federal Revenues		157,761.00	75,165.00	157,849.00	88.00	0.06%
3. Other State Revenues						
Special Education - State	StateRevSE	-	-	-	-	-
All Other State Revenues	StateRevAO	234,055.00	64,950.00	249,582.00	15,527.00	6.63%
Total, Other State Revenues		234,055.00	64,950.00	249,582.00	15,527.00	6.63%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	750,101.00	205,466.00	857,407.00	107,306.00	14.31%
Total, Local Revenues		750,101.00	205,466.00	857,407.00	107,306.00	14.31%
5. TOTAL REVENUES		4,571,945.00	2,103,293.00	4,655,222.00	83,277.00	1.82%
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,544,961.00	858,741.00	1,561,711.00	16,750.00	1.08%
Certificated Pupil Support Salaries	1200	-	-	-	-	-
Certificated Supervisors' and Administrators' Salaries	1300	210,582.00	122,529.00	212,582.00	2,000.00	0.95%
Other Certificated Salaries	1900	-	-	-	-	-
Total, Certificated Salaries		1,755,543.00	981,270.00	1,774,293.00	18,750.00	1.07%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	590,835.00	322,439.00	581,912.00	(8,923.00)	-1.51%
Non-certificated Support Salaries	2200	333,588.00	166,769.00	316,466.00	(17,122.00)	-5.13%
Non-certificated Supervisors' and Administrators' Salaries	2300	36,736.00	26,672.00	50,309.00	13,573.00	36.95%
Clerical and Office Salaries	2400	118,884.00	67,208.00	117,836.00	(1,048.00)	-0.88%
Other Non-certificated Salaries	2900	13,899.00	5,363.00	13,830.00	(69.00)	-0.50%
Total, Non-certificated Salaries		1,093,942.00	588,451.00	1,080,353.00	(13,589.00)	-1.24%
3. Employee Benefits						
STRS	3101-3102	-	-	-	-	-
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	217,986.00	115,786.00	218,381.00	395.00	0.18%
Health and Welfare Benefits	3401-3402	154,238.00	90,131.00	152,331.00	(1,907.00)	-1.24%
Unemployment Insurance	3501-3502	3,425.00	1,008.00	3,427.00	2.00	0.06%
Workers' Compensation Insurance	3601-3602	22,796.00	12,142.00	22,838.00	42.00	0.18%
OPEB, Allocated	3701-3702	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-
Other Employee Benefits	3901-3902	88,745.00	54,691.00	90,651.00	1,906.00	2.15%
Total, Employee Benefits		487,190.00	273,758.00	487,628.00	438.00	0.09%
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	45,000.00	29,629.00	45,000.00	-	0.00%
Books and Other Reference Materials	4200	2,000.00	-	2,000.00	-	0.00%
Materials and Supplies	4300	123,204.00	62,949.00	124,526.00	1,322.00	1.07%
Noncapitalized Equipment	4400	21,128.00	29,802.00	35,367.00	14,239.00	67.39%
Food	4700	110,000.00	60,093.00	110,000.00	-	0.00%
Total, Books and Supplies		301,332.00	182,473.00	316,893.00	15,561.00	5.16%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
2nd Interim Report - Summary**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

					2nd Interim vs. 1st Interim Budget Increase, (Decrease)	
Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	-	-	-	-	
Dues and Memberships	5300	5,985.00	5,199.00	5,985.00	-	0.00%
Insurance	5400	18,163.00	30,004.00	40,000.00	21,837.00	120.23%
Operations and Housekeeping Services	5500	-	-	-	-	
Rentals, Leases, Repairs, and Noncap. Improvements	5600	167,255.00	34,766.00	167,255.00	-	0.00%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services & Operating Expenditures	5800	444,101.00	181,806.00	562,779.00	118,678.00	26.72%
Communications	5900	5,500.00	6,741.94	10,500.00	5,000.00	90.91%
Total, Services and Other Operating Expenditures		641,004.00	258,516.94	786,519.00	145,515.00	22.70%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
Depreciation Expense (for accrual basis only)	6900	12,127.00	-	12,127.00	-	0.00%
Total, Capital Outlay		12,127.00	-	12,127.00	-	0.00%
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
<b>8. TOTAL EXPENDITURES</b>		4,291,138.00	2,284,468.94	4,457,813.00	166,675.00	3.88%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		280,807.00	(181,175.94)	197,409.00	(83,398.00)	-29.70%
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		-	-	-	-	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		280,807.00	(181,175.94)	197,409.00	(83,398.00)	-29.70%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,186,404.40	1,186,405.00	1,186,405.00	0.60	0.00%
b. Adjustments to Beginning Balance	9793, 9795	-	-	-	-	
c. Adjusted Beginning Balance		1,186,404.40	1,186,405.00	1,186,405.00		
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,467,211.40	1,005,229.06	1,383,814.00		

CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
2nd Interim Report - Summary

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

					2nd Interim vs. 1st Interim Budget Increase, (Decrease)	
Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
Components of Ending Fund Balance (Modified Accrual Basis):						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed		-	-	-	-	
1. Stabilization Arrangements	9750	-	-	-	-	
2. Other Commitments	9760	-	-	-	-	
d. Assigned	9780	-	-	-	-	
e. Unassigned/Unappropriated		-	-	-	-	
1. Reserve for Economic Uncertainties	9789	-	-	-	-	
2. Unassigned/Unappropriated Amount	9790M	-	-	-	-	
f. Components of Ending Net Position (Accrual Basis)			-	-	-	
1. Net Investment in Capital Assets	9796	-	-	-	-	
2. Restricted Net Position	9797	12,596.00	20,314.00	12,596.00	-	0.00%
3. Unrestricted Net Position	9790A	1,454,615.40	984,915.06	1,371,218.00	(83,397.40)	-5.73%



**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
2nd Interim Report Certification**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

To the entity that approved the charter school:  
( X ) 2018/19 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)  
Print  
Name: Tara Seekins Title: Head of School

To the County Superintendent of Schools:  
( X ) 2018/19 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)  
Print  
Name: Keith Ricci Title: Interim Business Manager

For additional information on the Second Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Keith Ricci</u>	<u>Tara Seekins</u>
<u>Interim Business Manager</u>	<u>Head of School</u>
<u>415-332-3190</u>	<u>415-331-7530</u>
<u>kricci@marinschools.org</u>	<u>tseekins@willowcreekacademy.org</u>
E-mail	

This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to *Education Code* Section 47604.33.

\_\_\_\_\_  
Date

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
2nd Interim Report - MYP**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

Description	Object Code	FY 2018/19			Totals	Totals
		Unrestricted	Restricted	Total	FY 2019-20	FY 2020-21
<b>A. REVENUES</b>						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	277,012.00	-	277,012.00	204,637.00	211,726.00
EPA - Current Year	8012	76,840.00	-	76,840.00	77,000.00	77,000.00
State Aid - Prior Years	8019	-	-	-	-	-
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,036,532.00	-	3,036,532.00	3,148,178.00	3,238,293.00
Other LCFF Transfers	8091, 8097	-	-	-	-	-
Total, LCFF Sources		3,390,384.00	-	3,390,384.00	3,429,815.00	3,527,019.00
2. Federal Revenues						
No Child Left Behind	8290	-	74,925.00	74,925.00	74,925.00	74,925.00
Special Education - Federal	8181, 8182	-	-	-	48,293.00	48,293.00
Child Nutrition - Federal	8220	-	82,924.00	82,924.00	82,924.00	82,924.00
Other Federal Revenues	8110, 8260-8299	-	-	-	-	-
Total, Federal Revenues		-	157,849.00	157,849.00	206,142.00	206,142.00
3. Other State Revenues						
Special Education - State	StateRevSE	-	-	-	198,726.00	198,726.00
All Other State Revenues	StateRevAO	139,570.00	110,012.00	249,582.00	159,627.00	159,404.00
Total, Other State Revenues		139,570.00	110,012.00	249,582.00	358,353.00	358,130.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	746,282.00	111,125.00	857,407.00	488,350.00	1,302,850.00
Total, Local Revenues		746,282.00	111,125.00	857,407.00	488,350.00	1,302,850.00
5. TOTAL REVENUES		4,276,236.00	378,986.00	4,655,222.00	4,482,660.00	5,394,141.00
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,495,427.00	66,284.00	1,561,711.00	1,584,952.00	1,629,281.00
Certificated Pupil Support Salaries	1200	-	-	-	-	-
Certificated Supervisors' and Administrators' Salaries	1300	212,025.00	557.00	212,582.00	215,799.00	221,971.00
Other Certificated Salaries	1900	-	-	-	-	-
Total, Certificated Salaries		1,707,452.00	66,841.00	1,774,293.00	1,800,751.00	1,851,252.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	578,988.00	2,924.00	581,912.00	603,384.00	620,464.00
Non-certificated Support Salaries	2200	113,058.00	203,408.00	316,466.00	323,038.00	332,257.00
Non-certificated Supervisors' and Administrators' Salaries	2300	50,309.00	-	50,309.00	52,049.00	53,538.00
Clerical and Office Salaries	2400	117,836.00	-	117,836.00	121,913.00	125,400.00
Other Non-certificated Salaries	2900	13,830.00	-	13,830.00	14,308.00	14,717.00
Total, Non-certificated Salaries		874,021.00	206,332.00	1,080,353.00	1,114,692.00	1,146,376.00
3. Employee Benefits						
STRS	3101-3102	-	-	-	-	-
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	207,782.00	10,599.00	218,381.00	223,032.00	229,319.00
Health and Welfare Benefits	3401-3402	142,893.00	9,438.00	152,331.00	157,175.00	161,968.00
Unemployment Insurance	3501-3502	3,358.00	69.00	3,427.00	3,458.00	3,499.00
Workers' Compensation Insurance	3601-3602	21,730.00	1,108.00	22,838.00	24,781.00	26,979.00
OPEB, Allocated	3701-3702	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-
Other Employee Benefits	3901-3902	90,651.00	-	90,651.00	90,038.00	92,563.00
Total, Employee Benefits		466,414.00	21,214.00	487,628.00	498,484.00	514,328.00
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	45,000.00	-	45,000.00	45,000.00	45,000.00
Books and Other Reference Materials	4200	2,000.00	-	2,000.00	2,000.00	2,000.00
Materials and Supplies	4300	87,741.00	36,785.00	124,526.00	121,412.00	121,556.00
Noncapitalized Equipment	4400	34,367.00	1,000.00	35,367.00	9,000.00	9,000.00
Food	4700	-	110,000.00	110,000.00	110,000.00	110,000.00
Total, Books and Supplies		169,108.00	147,785.00	316,893.00	287,412.00	287,556.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
2nd Interim Report - MYP**

Charter School Name: Willow Creek Academy  
CDS #: 21 65474 6118491  
Charter Approving Entity: Sausalito Marin City Elementary  
County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

Description	Object Code	FY 2018/19			Totals	Totals
		Unrestricted	Restricted	Total	FY 2019-20	FY 2020-21
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	-
Travel and Conferences	5200	-	-	-	-	-
Dues and Memberships	5300	4,800.00	1,185.00	5,985.00	5,985.00	5,985.00
Insurance	5400	40,000.00	-	40,000.00	40,000.00	40,000.00
Operations and Housekeeping Services	5500	-	-	-	90,000.00	90,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	163,955.00	3,300.00	167,255.00	318,070.00	318,070.00
Transfers of Direct Costs	5700-5799	-	-	-	-	-
Professional/Consulting Services & Operating Expenditures	5800	538,151.00	24,628.00	562,779.00	1,106,454.00	1,033,026.00
Communications	5900	10,500.00	-	10,500.00	10,650.00	10,800.00
Total, Services and Other Operating Expenditures		757,406.00	29,113.00	786,519.00	1,571,159.00	1,497,881.00
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	-
Buildings and Improvements of Buildings	6200	-	-	-	-	-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	-
Equipment	6400	-	-	-	-	-
Equipment Replacement	6500	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	12,127.00	-	12,127.00	8,069.00	3,734.00
Total, Capital Outlay		12,127.00	-	12,127.00	8,069.00	3,734.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-
Debt Service:						
Interest	7438	-	-	-	-	-
Principal (for modified accrual basis only)	7439	-	-	-	-	-
Total, Other Outgo		-	-	-	-	-
<b>8. TOTAL EXPENDITURES</b>		3,986,528.00	471,285.00	4,457,813.00	5,280,567.00	5,301,127.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		289,708.00	(92,299.00)	197,409.00	(797,907.00)	93,014.00
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(92,299.00)	92,299.00	-	-	-
4. TOTAL OTHER FINANCING SOURCES / USES		(92,299.00)	92,299.00	-	-	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		197,409.00	-	197,409.00	(797,907.00)	93,014.00
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,173,809.00	12,596.00	1,186,405.00	1,383,814.00	585,907.00
b. Adjustments to Beginning Balance	9793, 9795	-	-	-	-	-
c. Adjusted Beginning Balance		1,173,809.00	12,596.00	1,186,405.00	1,383,814.00	585,907.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,371,218.00	12,596.00	1,383,814.00	585,907.00	678,921.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
2nd Interim Report - MYP**

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County: Marin County  
Charter #: 351  
Fiscal Year: 2018/19

Description	Object Code	FY 2018/19			Totals FY 2019-20	Totals FY 2020-21
		Unrestricted	Restricted	Total		
Components of Ending Fund Balance (Modified Accrual Basis):						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	-
Stores (equals object 9320)	9712	-	-	-	-	-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-
All Others	9719	-	-	-	-	-
b. Restricted	9740		-	-	-	-
c. Committed				-	-	-
1. Stabilization Arrangements	9750	-		-	-	-
2. Other Commitments	9760	-		-	-	-
d. Assigned	9780	-		-	-	-
e. Unassigned/Unappropriated		-		-	-	-
1. Reserve for Economic Uncertainties	9789	-		-	-	-
2. Unassigned/Unappropriated Amount	9790M	-	-	-	-	-
f. Components of Ending Net Position (Accrual Basis)						
1. Net Investment in Capital Assets	9796	-	-	-	-	-
2. Restricted Net Position	9797		12,596.00	12,596.00	12,596.00	12,596.00
3. Unrestricted Net Position	9790A	1,371,218.00		1,371,218.00	573,311.00	666,325.00

**Willow Creek Academy 2nd Interim Report - Cash Flow Worksheet  
2018/19**

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THROUGH THE MONTH OF JANUARY		January													
<b>A. BEGINNING CASH</b>	9110	1,112,204	1,077,104	821,238	1,073,399	836,399	773,552	884,221	946,781	880,700	1,249,138	1,179,233	1,230,662		
<b>B. RECEIPTS</b>															
LCFF Sources															
State Aid, EPA	6011-8019	19,633	19,633	54,517	35,339	0	89,856	35,339	12,210	32,697	12,210	12,210	30,206	0	353,852
In Lieu Property Taxes	8096	0	180,408	360,815	240,543	240,543	240,543	240,543	240,543	430,872	215,436	215,436	215,436	215,414	3,036,532
Other LCFF/Revenue Limit Transfers	8091, 8097	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Federal Revenue	8100-8299	0	0	3,625	0	35,877	1,253	34,409	7,723	24,081	9,122	10,780	25,523	5,456	157,849
Other State Revenue	8300-8599	0	0	3,201	0	1,535	0	60,214	6,821	21,291	35,938	33,192	45,792	41,598	249,582
Other Local Revenue	8600-8799	0	10,164	12,723	20,534	19,524	109,923	32,597	62,126	259,062	57,025	178,650	62,051	32,828	857,407
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue		0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL RECEIPTS</b>		19,633	210,205	434,881	296,416	297,479	441,575	403,102	329,423	768,003	329,731	450,468	379,010	295,296	4,655,222
<b>C. DISBURSEMENTS</b>															
Certificated Salaries	1000-1999	10,465	164,671	156,701	159,431	169,401	162,571	158,031	158,605	158,605	158,605	158,605	158,602	0	1,774,293
Classified Salaries	2000-2999	12,959	85,955	102,489	99,390	100,543	98,675	88,439	98,380	98,380	98,380	98,380	98,380	0	1,080,353
Employee Benefits	3000-3999	15,194	42,872	40,777	46,586	42,939	44,474	40,913	42,774	42,774	42,771	42,771	42,781	0	487,628
Books and Supplies	4000-4999	8,633	51,575	55,676	(4,489)	35,064	16,755	19,260	26,884	26,884	26,884	26,884	26,883	0	316,893
Services and Operating Expenditures	5000-5999	14,920	27,285	41,310	67,674	36,608	22,633	48,086	85,258	85,258	85,258	85,258	85,259	101,712	786,519
Capital Outlay	6000-6999	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Disbursements/Non Expenditures		0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL DISBURSEMENTS</b>		62,171	372,358	396,953	368,594	384,555	345,108	354,729	411,901	411,901	411,898	411,898	411,908	101,712	4,445,686
<b>D. PRIOR YEAR TRANSACTIONS, Other</b>															
Accounts Receivable	9200-9399	164,903	25,812	206,571	(42,821)	(2,884)	(2,191)	3,262	4,853	792	722	1,182	2,138	0	362,339
Accounts Payable	9500-9630, 9650	157,465	119,525	(7,662)	122,001	(27,113)	(16,393)	(10,925)	(11,544)	(11,544)	(11,540)	(11,677)	(11,541)	127,386	406,438
(Liabilities, including Deferred Revenue)		7,438	(93,713)	214,233	(164,822)	24,229	14,202	14,187	16,397	12,336	12,262	12,859	13,679	(127,366)	(44,099)
<b>TOTAL PRIOR YEAR TRANSACTIONS, Other</b>															
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		(35,100)	(255,866)	252,161	(237,000)	(62,847)	110,669	62,560	(66,081)	368,438	(69,905)	51,429	(19,219)	66,198	165,437
<b>F. ENDING CASH (A + E)</b>		1,077,104	821,238	1,073,399	836,399	773,552	884,221	946,781	880,700	1,249,138	1,179,233	1,230,662	1,211,443		
<b>G. ENDING CASH, PLUS ACCRUALS</b>															1,277,641



**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>Enrollment</b>		409	406				406	406
<b>Estimated ADA</b>		388.55	384.20				385.00	385.00
<b>COLA</b>	Revenue	2.71%	2.71%				3.46%	2.86%
<b>CPI</b>	Expenses	3.66%	3.58%				3.18%	3.05%
<b>Revenues</b>								
<b>State and Local Revenues</b>								
<b>Revenue Limit Sources</b>								
80110000000000	State Aid Entitlement	279,583	277,012	215,961	61,051	77.96	204,637	211,726
80121400000000	EPA Funding	77,710	76,840	38,356	38,484	49.92	77,000	77,000
80960000000000	In-Lieu Tax Transfers	3,072,735	3,036,532	1,503,395	1,533,137	49.51	3,148,178	3,238,293
80970000000000	In-Lieu Tax Transfers-PY	0	0	0	0	0.00	0	0
<b>Total LCFF Funding</b>		<b>3,430,028</b>	<b>3,390,384</b>	<b>1,757,712</b>	<b>1,632,672</b>	<b>51.84</b>	<b>3,429,815</b>	<b>3,527,019</b>
<b>Federal Revenues</b>								
82205310000000	Federal Child Nutrition School	83,743	82,924	32,842	50,082	39.60	82,924	82,924
82903010000000	Other Fed Rev-NCLB-Title I	54,823	55,760	31,500	24,260	56.49	55,760	55,760
82904035000000	Other Fed Rev-Title IIA-Tchr Qua	9,748	9,718	9,715	3	99.97	9,718	9,718
82904201000000	Other Fed Rev-Title III-Immigrant	2,216	2,216	1,108	1,108	50.00	2,216	2,216
82904201000000	Other Fed Rev-Title III-Immigrant	0	0	0	0	0.00	0	0
82904203000000	Other Fed Rev-Title III-LEP	7,231	7,231	0	7,231	0.00	7,231	7,231
81813310000000	Other Fed Rev-Sp Ed- IDEA	0	0	0	0	0.00	48,293	48,293
<b>Total Federal Revenues</b>		<b>157,761</b>	<b>157,849</b>	<b>75,165</b>	<b>82,684</b>	<b>47.62</b>	<b>206,142</b>	<b>206,142</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through				
		2018-19	Budget	Jan 31	Balance		2019-20	2020-21
<b>Other State Revenues</b>								
831165000000000	Other State Revenues-Sp Ed	0		0	0	0.00	198,726	198,726
852053100000000	State Child Nutrition School	5,902	5,844	2,310	3,534	39.53	5,844	5,844
855000000000000	Mandated Cost Reimburse-Block	6,274	6,264	0	6,264	0.00	6,502	6,687
855099900000000	Mandated Cost Reimburse-Discr	70,826	70,593	35,298	35,295	50.00	0	0
856011000000000	State Lottery Revenue-Non-Prop	61,608	61,587	20,957	40,630	34.03	61,004	60,702
856011000000001	State Lottery Revenue-Non-Prop-PY	1,126	1,126	1,126	0	100.00	0	0
856063000000000	State Lottery Revenue-Prop 20	21,624	21,705	505	21,200	2.33	21,412	21,306
856063000000001	State Lottery Revenue-Prop 20-PY	1,830	1,830	1,830	0	100.00	0	0
859000000000000	Other State Revenues	0	0	0	0	0.00	0	0
859060100000000	Other State Revenues-ASES	64,865	64,865	0	64,865	0.00	64,865	64,865
859062300000000	Other State Revenues-Prop 39	0	0	0	0	0.00	0	0
859073110000000	Other State Revenues-Classified Sch Employee P	0	2,924	2,924	0	100.00	0	0
859075100000000	Other State Revenues-Low Performing Student B	0	12,844	0	12,844	0.00	0	0
<b>Total Other State Revenues</b>		<b>234,055</b>	<b>249,582</b>	<b>64,950</b>	<b>184,632</b>	<b>26.02</b>	<b>358,353</b>	<b>358,130</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through				
		2018-19	Budget	Jan 31	Balance		2019-20	2020-21
<b>Other Local Revenues</b>								
863453100000000	Food Service Revenue	113,000	100,000	53,765	46,235	53.77	100,000	100,000
866000000000000	Interest	350	350	281	69	80.29	350	350
869800000000000	Donations	0	100	100	0	100.00	0	0
869900000000000	Other Local Revenues	2,500	2,500	1,660	840	66.40	2,500	2,500
869953100000000	Food Service Revenue-Staff	11,000	11,000	6,173	4,827	56.12	11,000	11,000
869953100000001	Food Service Revenue-Coffee Revenue	28	125	97	28	77.60	0	0
869990000000000	Other Local Rev-MCOE Reimburse	0	0	0	0	0.00	0	0
869990050000000	Other Local Revenues-WCF Annual Fund	268,900	228,650	2,350	226,300	1.03	285,500	300,000
869990100000000	Other Local Revenues-Microsoft K-12	509	509	509	0	100.00	0	0
869990350000000	Other Local Revenues-Rotary, Legal	1,500	1,500	0	1,500	0.00	1,500	1,500
869990460000000	Other Local Revenues-Distr-Basic Aid Sharing	214,314	393,923	107,157	286,766	27.20	0	800,000
869990950000000	Other Local Revenues-Lobo Family	0	2,500	0	2,500	0.00	0	0
869991170000000	Other Local Revenue-WCF-Sage Garden Grant	0	8,250	0	8,250	0.00	0	0
869991600000000	Other Local Revenues-After School	110,000	80,000	33,374	46,626	41.72	80,000	80,000
869991610000000	Other Local Revenues-After Sch Music Scholarsh	7,500	7,500	0	7,500	0.00	7,500	7,500
869991620000000	Other Local Revenues-After Sch Enrichment	20,500	20,500	0	20,500	0.00	0	0
<b>Total Other Local Revenues</b>		<b>750,101</b>	<b>857,407</b>	<b>205,466</b>	<b>651,941</b>	<b>23.96</b>	<b>488,350</b>	<b>1,302,850</b>
<b>Total Revenues</b>		<b>4,571,945</b>	<b>4,655,222</b>	<b>2,103,293</b>	<b>2,551,929</b>	<b>45.18</b>	<b>4,482,660</b>	<b>5,394,141</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through				
		2018-19	2018-19	Jan 31	Balance		2019-20	2020-21
<b>Expenses</b>								
<b>Certificated Salaries</b>								
<b>Teacher Salaries</b>								
110100001110000	Teacher Salaries-Regular	1,382,282	1,367,837	747,650	620,187	54.66	1,549,952	1,594,281
110114001110000	Teacher Salaries-Regular-EPA	77,710	76,840	38,356	38,484	49.92	0	0
110111001110000	Teacher Salaries-Regular-Lottery	0	0	0	0	0.00	0	0
110130101110000	Teacher Salaries-Regular-Title I	50,969	51,224	38,155	13,069	74.49	0	0
110142011110000	Teacher Salaries-Regular-Title III-Immigrant	0	2,216	0	2,216	0.00	0	0
110142031110000	Teacher Salaries-Regular-Title III-EL	0	0	0	0	0.00	0	0
110175101110000	Teacher Salaries-Regular-Low Performing Studer	0	12,844	0	12,844	0.00	0	0
110199981110000	Teacher Salaries-LCAP	0	0	0	0	0.00	0	0
110200001110000	Teacher Salaries-Substitute	20,000	20,000	11,830	8,170	59.15	20,000	20,000
110500001110000	Teacher Stipend	3,000	1,750	3,750	-2,000	214.29	4,000	4,000
110530101110000	Teacher Stipend-Title I	0	500	500	0	100.00	0	0
110540351110000	Teacher Stipend-Title II	0	0	0	0	0.00	0	0
110542011110000	Teacher Stipend-Title III	0	0	0	0	0.00	0	0
110590441110000	Teacher Stipend-Distr - Basic Aid Sharing	0	15,000	10,000	5,000	66.67	0	0
110590951110000	Teacher Stipend-Lobo Family(Holiday Bonues)	0	2,500	2,500	0	100.00	0	0
110599981110000	Teacher Stipend-Intervention	8,000	8,000	6,000	2,000	75.00	8,000	8,000
110600001110000	Teacher Stipend-Lead Teachers	3,000	3,000	0	3,000	0.00	3,000	3,000
<b>Total Teacher Salaries</b>		<b>1,544,961</b>	<b>1,561,711</b>	<b>858,741</b>	<b>702,970</b>	<b>54.99</b>	<b>1,584,952</b>	<b>1,629,281</b>
<b>Certificated Counselor Salaries</b>								
121000001131100	Dean of Students/Counselor	0	0	0	0	0.00	0	0
<b>Total Administrator Salaries</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

		2nd						
3/12/19		1st Interim Budget 2018-19	Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
Administrator Salaries								
131100001127000	Head of School Salaries	125,582	125,025	73,256	51,769	58.59	129,351	133,051
131130101127000	Head of School Salaries-Title I	0	557	0	557	0.00	576	593
132100001127000	Asst Head of School Salaries	83,000	83,000	45,273	37,727	54.55	85,872	88,328
132130101127000	Asst Head of School Sal-Title I	0	0	0	0	0.00	0	0
132500001127000	Admin Stipend	2,000	4,000	4,000	0	100.00	0	0
Total Administrator Salaries		210,582	212,582	122,529	90,053	57.64	215,799	221,971
Other Certificated Salaries								
Total Other Certificated Salaries								
Total Certificated Salaries		1,755,543	1,774,293	981,270	793,023	55.30	1,800,751	1,851,252



**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through				
		2018-19	2018-19	Jan 31	Balance		2019-20	2020-21
<b>Classified Salaries</b>								
<b>Paraeducator Salaries</b>								
210100001110000	Class Teacher Salaries-Reg	180,198	180,198	98,290	81,908	54.55	186,433	191,765
210100001142000	Class Teacher Salaries-PE	25,943	25,964	0	25,964	0.00	91,745	94,369
210111001142000	Class Teacher Salaries-PE-Lottery	62,734	62,713	48,369	14,344	77.13	0	0
210130101110000	Class Teacher Salaries-Title I	0	0	0	0	0.00	0	0
210142011110000	Class Teacher Salaries-Title III-Immigrant	0	0	0	0	0.00	0	0
210142031110000	Class Teacher Salaries-Title III-LEP	0	0	0	0	0.00	0	0
210165005711300	Class Teacher Salaries-SpEd	0	0	0	0	0.00	0	0
210190201110000	Class Teacher Salaries-Spanish	56,246	56,246	30,680	25,566	54.55	58,192	59,856
210190301110000	Class Teacher Salaries-Music	97,468	97,468	53,164	44,304	54.54	100,841	103,725
210190701110000	Class Teacher Salaries-Art	65,382	65,382	35,663	29,719	54.55	67,644	69,579
210199981110000	Class Teacher Salaries-LCAP	0	0	0	0	0.00	0	0
210200001110000	Class Teacher-Substitute	2,000	500	0	500	0.00	3,000	3,000
210300001110000	Class Student Support Coord	96,663	89,241	55,273	33,968	61.94	92,329	94,970
210342011110000	Class Teacher Support-Title III Immigrant	0	0	0	0	0.00	0	0
210399981110000	Class Student Support Coord-LCAP	0	0	0	0	0.00	0	0
210500001110000	Class Teacher Stipend	1,000	1,000	1,000	0	100.00	0	0
210500001142000	Class Teacher Stipend-PE	0	0	0	0	0.00	0	0
210542011110000	Class Teacher Stipend-Title III Immigrant	0	0	0	0	0.00	0	0
210565005711300	Class Teacher Stipend-SpEd	0	0	0	0	0.00	0	0
210590201110000	Class Teacher Stipend-Spanish	0	0	0	0	0.00	0	0
210590301110000	Class Teacher Stipend-Music	0	0	0	0	0.00	0	0
210590701110000	Class Teacher Stipend-Art	0	0	0	0	0.00	0	0
210591171110000	Class Teacher Stipend-Garden	0	0	0	0	0.00	0	0
210599981110000	Class Teacher Stipend-Intervention	3,200	3,200	0	3,200	0.00	3,200	3,200
<b>Total Paraeducator Salaries</b>		<b>590,835</b>	<b>581,913</b>	<b>322,439</b>	<b>259,474</b>	<b>55.41</b>	<b>603,384</b>	<b>620,464</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

		1st Interim	2nd	Actuals	Account		Projected	Projected
3/12/19		Budget	Interim	through	Balance	Percent	2019-20	2020-21
2018-19		2018-19	2018-19	Jan 31				
<b>Support Services Salaries</b>								
220153101137000	Food Services Staff	137,956	135,935	69,001	66,934	50.76	140,639	144,661
220160101139000	After School Staff-ASES	64,865	64,865	34,815	30,050	53.67	64,865	64,865
220191601139000	After School Staff	17,000	4,572	0	4,572	0.00	6,974	9,029
220291601139000	After School Staff-Sub	300	300	0	300	0.00	700	700
220553101137000	Food Services Stipend	2,608	2,608	2,608	0	100.00	0	0
220591601139000	After School Staff Stipend	0	2,000	2,000	0	100.00	0	0
221100001181000	Class Maintenance Salaries	96,014	92,732	52,622	40,110	56.75	95,941	98,685
222100001124200	Class Assistant Librarian	14,846	13,454	5,723	7,731	42.54	13,920	14,318
222500001124200	Class Librarian Stipend	0	0	0	0	0.00	0	0
222500001181000	Class Maintenance Stipend	0	0	0	0	0.00	0	0
<b>Total Support Services Salaries</b>		<b>333,588</b>	<b>316,466</b>	<b>166,769</b>	<b>149,697</b>	<b>52.70</b>	<b>323,038</b>	<b>332,257</b>
<b>Supervisor Salaries</b>								
230353101137000	Class Food Services Director	0	0	0	0	0.00	0	0
230391601139000	Class Director After School	36,736	50,309	26,672	23,637	53.02	52,049	53,538
230430101139000	Class Asst Director After School-Title I	0	0	0	0	0.00	0	0
230491601139000	Class Asst Director After School	0	0	0	0	0.00	0	0
232000001124200	Class Technology Consultant	0	0	0	0	0.00	0	0
232553101137000	Class Food Services Director Stipend	0	0	0	0	0.00	0	0
232591601139000	Class After School Director/Asst Dir Stipend	0	0	0	0	0.00	0	0
<b>Total Supervisor Salaries</b>		<b>36,736</b>	<b>50,309</b>	<b>26,672</b>	<b>23,637</b>	<b>53.02</b>	<b>52,049</b>	<b>53,538</b>

**Willow Creek Academy  
2nd Interim Revision  
2018/19**

3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through				
		2018-19	2018-19	Jan 31	Balance		2019-20	2020-21
<b>Office/Technical Salaries</b>								
240100001127000	Cler/Office/Tech Salaries-Reg	118,885	117,836	67,208	50,628	57.04	121,913	125,400
240130101127000	Cler/Office/Tech Salaries-Reg-Title I	0	0	0	0	0.00	0	0
240500001127000	Cler/Office/Tech Stipend	0	0	0	0	0.00	0	0
240530101127000	Cler/Office/Tech Stipend-Title I	0	0	0	0	0.00	0	0
290100001110000	Class Recess/Lunch Support	13,899	13,830	5,363	8,467	38.78	14,308	14,717
	<b>Total Office/Technical Salaries</b>	<b>132,783</b>	<b>131,666</b>	<b>72,571</b>	<b>59,095</b>	<b>55.12</b>	<b>136,221</b>	<b>140,117</b>
	<b>Total Classified Salaries</b>	<b>1,093,942</b>	<b>1,080,353</b>	<b>588,451</b>	<b>491,902</b>	<b>54.47</b>	<b>1,114,693</b>	<b>1,146,376</b>
	<b>Total Salaries</b>	<b>2,849,486</b>	<b>2,854,646</b>	<b>1,569,721</b>			<b>2,915,445</b>	<b>2,997,628</b>

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3/12/19	1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>Employee Benefits</b>							
<b>STRS/PERS</b>							
<b>Total STRS/PERS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>OASDI/Medicare</b>							
<b>Total OASDI/Medicare</b>	<b>217,986</b>	<b>218,381</b>	<b>115,786</b>	<b>102,595</b>	<b>53.02</b>	<b>223,032</b>	<b>229,319</b>
<b>Health and Welfare</b>							
<b>Total Health and Welfare</b>	<b>154,238</b>	<b>152,330</b>	<b>90,131</b>	<b>62,199</b>	<b>59.17</b>	<b>157,175</b>	<b>161,968</b>
<b>Unemployment Insurance</b>							
<b>Total Unemployment Insurance</b>	<b>3,425</b>	<b>3,427</b>	<b>1,008</b>	<b>2,419</b>	<b>29.41</b>	<b>3,458</b>	<b>3,499</b>
<b>Workers' Compensation</b>							
<b>Total Workers' Compensation</b>	<b>22,796</b>	<b>22,837</b>	<b>12,142</b>	<b>10,695</b>	<b>53.17</b>	<b>24,781</b>	<b>26,979</b>
<b>Other Benefits</b>							
<b>Total Other Benefits</b>	<b>88,745</b>	<b>90,651</b>	<b>54,691</b>	<b>35,960</b>	<b>60.33</b>	<b>90,038</b>	<b>92,563</b>
<b>Total Employee Benefits</b>	<b>487,189</b>	<b>487,627</b>	<b>273,758</b>	<b>213,869</b>	<b>56.14</b>	<b>498,483</b>	<b>514,327</b>
<b>Total Salaries &amp; Benefits</b>	<b>3,336,675</b>	<b>3,342,273</b>	<b>1,843,479</b>			<b>3,413,927</b>	<b>3,511,955</b>

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		1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>3/12/19</b>								
<b>Books and Supplies</b>								
<b>Books/Reference</b>								
411000001110000	Textbooks/Core Curricula	45,000	45,000	29,629	15,371	65.84	45,000	45,000
411042031110000	Textbooks/Core Curricula-Title III-LEP	0	0	0	0	0.00	0	0
421000001110000	Books/Reference Materials	2,000	2,000	0	2,000	0.00	2,000	2,000
421091701110000	Books/Reference Materials-Library	0	0	0	0	0.00	0	0
421099991110000	Books/Reference Materials-Discr	0	0	0	0	0.00	0	0
<b>Total BooksReference</b>		<b>47,000</b>	<b>47,000</b>	<b>29,629</b>	<b>17,371</b>	<b>63.04</b>	<b>47,000</b>	<b>47,000</b>
<b>Instructional Materials/Supplies</b>								
431000001110000	Instruct Materials/Supplies-Instruct	45,000	45,000	16,423	28,577	36.50	45,000	45,000
431000001142000	Instruct Materials/Supplies-PE	2,000	2,000	1,245	755	62.25	1,000	1,000
431007601110000	Instruct Materials/Supplies-Arts	2,000	2,000	247	1,753	12.35	2,000	2,000
431063001110000	Instruct Materials/Supplies-P20	23,454	23,535	17,840	5,695	75.80	21,412	21,306
431065005711900	Instruct Materials/Supplies-Sp Ed	0	0	0	0	0.00	0	0
431090151110000	Instruct Mtls/Supply-B. Graham Grant	0	0	0	0	0.00	0	0
431090201110000	Instruct Materials/Supplies-Spanish	2,000	2,000	216	1,784	10.80	2,000	2,000
431090301110000	Instruct Materials/Supplies-Music	2,000	2,000	154	1,846	7.70	2,000	2,000
431090441110000	Instruct Materials/Supplies-Basic Aid Sharing	0	241	241	0	100.00	0	0
431091001110000	Instruct Mtls/Supply-Art Fest	0	0	0	0	0.00	0	0
431091101110000	Instruct Materials/Supplies-Nutrition	1,500	1,500	0	1,500	0.00	1,500	1,500
431091151110000	Instruct Materials/Supplies-Garden	2,000	2,000	725	1,275	36.25	2,000	2,000
431091601139000	Instruct Materials/Supplies-After School	2,000	2,000	0	2,000	0.00	2,000	2,000
431091701110000	Instruct Materials/Supplies-Library	1,000	1,000	896	104	89.60	1,000	1,000
<b>Total Instructional Materials/Supplies</b>		<b>82,954</b>	<b>83,276</b>	<b>37,987</b>	<b>45,289</b>	<b>45.62</b>	<b>79,912</b>	<b>79,806</b>



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		1st Interim	2nd	Actuals	Account		Projected	Projected
		Budget	Interim	through	Balance	Percent	2019-20	2020-21
3/12/19		2018-19	2018-19	Jan 31				
<b>Supplies/Stores</b>								
432000001127000	All Other Materials/Supplies-Admin	15,000	15,000	10,206	4,794	68.04	15,000	15,000
432000001181000	All Other Materials/Supplies-Custodial	10,000	10,000	3,380	6,620	33.80	10,000	10,000
432042011127000	All Other Materials/Supplies-Title III-Imm	0	0	0	0	0.00	0	0
432042011139000	All Other Materials/Supplies-Title III-Imm	0	0	0	0	0.00	0	0
432053101137000	All Other Materials/Supplies-Food Service	13,250	13,250	8,490	4,760	64.08	13,500	13,750
432091171127000	All Other Mtls/Supplies-Sage	0	0	0	0	0.00	0	0
432091171137000	All Other Mtls/Supplies-Sage-FS	0	0	0	0	0.00	0	0
432091601139000	All Other Materials/Supplies-After School	2,000	3,000	2,886	114	96.20	3,000	3,000
<b>Total Supplies/Stores</b>		<b>40,250</b>	<b>41,250</b>	<b>24,962</b>	<b>16,288</b>	<b>60.51</b>	<b>41,500</b>	<b>41,750</b>
<b>Non-Capitalized Cptr/Equip</b>								
441000001110000	Non-Capitalized Equip-Instruct	3,000	11,000	10,068	932	91.53	3,000	3,000
441000001127000	Non-Capitalized Equip-Admin	3,000	6,000	5,351	649	89.18	2,000	2,000
441000001142000	Non-Capitalized Equip-PE	0	0	0	0	0.00	0	0
441000001181000	Non-Capitalized Equip-Custodial	0	0	0	0	0.00	0	0
441053101137000	Non-Capitalized Equip-Food Service	1,000	1,000	16	984	1.60	1,000	1,000
441090441110000	Non-Capitalized Equip-Basic Aid Sharing	10,847	14,086	14,086	0	100.00	0	0
441065005711900	Non-Capitalized Equip-SpEd	0	0	0	0	0.00	0	0
441090101110000	Non-Capitalized Equip-Microsoft K-12	0	0	0	0	0.00	0	0
441090151110000	Non-Capitalized Equip-B. Graham Grant	0	0	0	0	0.00	0	0
441090301110000	Non-Capitalized Equip-Music Grant	0	0	0	0	0.00	0	0
441091001110000	Non-Capitalized Equip-Art Grant	0	0	0	0	0.00	0	0
441091171110000	Non-Cap Equip-Sage Garden	0	0	0	0	0.00	0	0
441091601139000	Non-Capitalized Equip-After School	281	281	281	0	100.00	0	0
441091651110000	Non-Capitalized Equip-Play Equip	0	0	0	0	0.00	0	0
441091701110000	Non-Capitalized Equip-Library	0	0	0	0	0.00	0	0
441099991127000	Non-Capitalized Equip-Admin-Discr	0	0	0	0	0.00	0	0
<b>Total Non-Capitalized Equipment</b>		<b>18,128</b>	<b>32,367</b>	<b>29,802</b>	<b>2,565</b>	<b>92.08</b>	<b>6,000</b>	<b>6,000</b>

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3/12/19		1st Interim	2nd	Actuals	Account	Percent	Projected	Projected
		Budget	Interim	through	Balance		2019-20	2020-21
		2018-19	2018-19	Jan 31				
<b>Non-Capaltized Fixed Assets</b>								
445000001110000	Non-Capitalized Furniture-Instructional	3,000	3,000	0	3,000	0.00	3,000	3,000
445000001127000	Non-Capitalized Furniture-Admin	0	0	0	0	0.00	0	0
	<b>Total Non-Capaltized Fixed Assets</b>	<b>3,000</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>	<b>0.00</b>	<b>3,000</b>	<b>3,000</b>
<b>Food Service Supplies</b>								
470053101137000	Food Service Expenditures	110,000	110,000	60,093	49,907	54.63	110,000	110,000
	<b>Total Food Service Supplies</b>	<b>110,000</b>	<b>110,000</b>	<b>60,093</b>	<b>49,907</b>	<b>54.63</b>	<b>110,000</b>	<b>110,000</b>
	<b>Total Books and Supplies</b>	<b>301,332</b>	<b>316,893</b>	<b>182,473</b>	<b>134,420</b>	<b>57.58</b>	<b>287,412</b>	<b>287,556</b>

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3/12/19		1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>Services/Operating Expenses</b>								
<b>Subagreements for Services</b>								
510062301184000	Subagreements for Services-Prop 39	0	0	0	0	0.00	0	0
<b>Total Subagreements for Services</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>Travel/Conferences</b>								
523000001110000	Travel/Employee Education-Instruct	0	0	0	0	0.00	0	0
523000001127000	Travel/Employee Education-Admin	0	0	0	0	0.00	0	0
<b>Total Travel/Conferences</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>Dues/Memberships</b>								
531000001127000	Dues/Memberships/Licenses	4,800	4,800	4,401	399	91.69	4,800	4,800
531053101137000	Dues/Memberships/Licenses-Food Service	1,185	1,185	798	387	67.34	1,185	1,185
<b>Total Dues/Memberships</b>		<b>5,985</b>	<b>5,985</b>	<b>5,199</b>	<b>786</b>	<b>86.87</b>	<b>5,985</b>	<b>5,985</b>
<b>Insurance</b>								
540000001127000	Insurance	18,163	40,000	30,004	9,996	75.01	40,000	40,000
540500001127000	Insurance-Prior year w-comp	0	0	0	0	0.00	0	0
<b>Total Insurance</b>		<b>18,163</b>	<b>40,000</b>	<b>30,004</b>	<b>9,996</b>	<b>75.01</b>	<b>40,000</b>	<b>40,000</b>
<b>Operations/Housekeeping</b>								
550000001181000	Utilities	0	0	0	0	0.00	90,000	90,000
<b>Total Operations/Housekeeping</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>90,000</b>	<b>90,000</b>

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3/12/19		1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>Rentals/Leases/Repairs</b>								
561000001127000	Equipment Rental	30,692	30,692	15,694	14,998	51.13	32,000	32,000
561053101137000	Equipment Rental-Food Svc	3,300	3,300	1,943	1,357	58.88	3,300	3,300
561090301139000	Equipment Rental-Music	0	0	0	0	0.00	0	0
561091601139000	Equipment Rental-After School	110	110	110	0	100.00	0	0
561553101137000	Equipment Repair-Food Svce	0	0	0	0	0.00	0	0
562000001187000	Property/Building Rental	0	0	0	0	0.00	0	0
562100001187000	Facilities Fee	0	0	0	0	0.00	278,270	278,270
563000001187000	Property/Building Repairs	500	500	0	500	0.00	0	0
563090441187000	Property/Building Repairs-Basic Aid Sharing	125,153	125,153	11,079	114,074	8.85	0	0
564000001187000	Property/Building Maintenance	7,500	7,500	5,940	1,560	79.20	4,500	4,500
<b>Total Rentals/Leases/Repairs</b>		<b>167,255</b>	<b>167,255</b>	<b>34,766</b>	<b>132,489</b>	<b>20.79</b>	<b>318,070</b>	<b>318,070</b>
<b>Professional Services</b>								
580600000073000	ARI Administration Contract	74,000	74,000	43,167	30,833	58.33	76,000	76,000
581000001110000	Field Trip	0	0	0	0	0.00	0	0
581090151110000	Field Trip-B. Graham Grant	0	0	0	0	0.00	0	0
581091131110000	Field Trip-WCF	0	0	0	0	0.00	0	0
582000000076000	Oversight Fee	99,170	101,712	0	101,712	0.00	34,298	35,270
583000001127000	Advertising Fees	500	750	750	0	100.00	500	500
583091601139000	Advertising Fees-After School	500	500	0	500	0.00	500	500
583500001127000	Employee Recruitment Fee	0	40,000	0	40,000	0.00	0	0
585000001127000	Legal Services Contracts	25,000	100,000	8,070	91,930	8.07	100,000	25,000
585200000071910	Audit Services Contracts	11,500	11,500	6,825	4,675	59.35	11,700	11,900
585300001110000	Other Svcs/Op Exp-Outdoor Education	29,639	29,639	15,980	13,659	53.92	29,639	29,639
585400001110000	Other Svcs/Op Exp-Counseling	83,122	83,122	41,561	41,561	50.00	83,122	83,122
585599991110000	Other Svcs/Op Exp-Playground	0	0	0	0	0.00	0	0
585600001127000	Other Svcs/Op Exp-Technology	46,080	46,080	28,740	17,340	62.37	46,080	46,080
585765005711900	Other Svcs/Op Exp-SMCSD Sp Ed Contract	0	0	0	0	0.00	655,000	655,000
585800001110000	Other Svcs/Operating Expenses-Instruct	1,500	3,500	2,450	1,050	70.00	1,500	1,500
585800001127000	Other Svcs/Operating Expenses-Admin	4,000	4,000	1,897	2,103	47.43	4,000	4,000

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		2nd		Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
3/12/19		1st Interim Budget 2018-19	Interim Budget 2018-19					
585830101110000	Other Svcs/Op Exp-Title I	0	0	0	0	0.00	0	0
585842031110000	Other Svcs/Op Exp-Title III-LEP	0	0	0	0	0.00	0	0
5858531011137000	Other Svcs/Op Exp-Food Service-Other	3,500	3,500	2,625	875	75.00	3,500	3,500
585891001110000	Other Svcs/Op Exp-Art Fest/Tech	0	0	0	0	0.00	0	0
585891151110000	Other Svcs/Op Exp-Garden	400	400	0	400	0.00	400	400
585891171110000	Other Svcs/Op Exp-Sage Garden	0	0	0	0	0.00	0	0
5858916011139000	Other Svcs/Op Exp-After School	28,841	28,841	8,405	20,436	29.14	29,666	29,666
585891701110000	Other Svcs/Op Exp-Library	0	0	0	0	0.00	0	0
5858999911137000	Other Svc/Op Exp-Discr	0	0	0	0	0.00	0	0
5859916011139000	Other Svc/Op Exp-After Sch Fees	100	100	0	100	0.00	0	0
586000001127000	Other Svcs/Operating Exp-Fundraising	0	0	0	0	0.00	0	0
586100001127000	Other Svcs/Op Exp-Payroll Fees	10,500	10,500	6,306	4,194	60.06	10,900	11,300
586500001127000	Board Development/Training	0	0	0	0	0.00	0	0
587500001110000	Staff Development Exp-Instruct	2,000	3,007	3,117	-110	103.66	2,000	2,000
587500001127000	Staff Development Exp-Admin	500	500	141	359	28.20	500	500
587530101110000	Staff Development Exp-Title I	3,854	3,979	3,979	0	100.00	0	0
587540351110000	Staff Development Exp-Instr-Title II	9,748	9,718	2,355	7,363	24.23	9,718	9,718
587542011110000	Staff Development Exp-Instr-Title III-Imm	2,216	0	750	-750	0.00	0	0
587542031110000	Staff Development Exp-Instr-Title III-LEP	7,231	7,231	4,688	2,543	64.83	7,231	7,231
5875531011137000	Staff Development Exp-Food Service	200	200	0	200	0.00	200	200
587573921110000	Staff Development Exp-Instr-BTSA	0	0	0	0	0.00	0	0
<b>Total Professional Services</b>		<b>444,101</b>	<b>562,779</b>	<b>181,806</b>	<b>380,973</b>	<b>32.31</b>	<b>1,106,454</b>	<b>1,033,026</b>
<b>Communications</b>								
591000001127000	Postage and Shipping	3,500	3,500	1,817	1,683	51.91	3,600	3,700
591030101127000	Postage and Shipping-Title I-PI	0	0	0	0	0.00	0	0
592000001127000	Internet Services	0	5,000	3,407	1,593	68.14	5,000	5,000
593000001127000	Telephone/Cell Phones	2,000	2,000	1,516	484	75.80	2,050	2,100
<b>Total Communications</b>		<b>5,500</b>	<b>10,500</b>	<b>6,740</b>	<b>3,760</b>	<b>64.19</b>	<b>10,650</b>	<b>10,800</b>
<b>Total Services/Operating Expenses</b>		<b>641,004</b>	<b>786,519</b>	<b>258,515</b>	<b>528,004</b>	<b>32.87</b>	<b>1,571,159</b>	<b>1,497,881</b>

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		2nd		Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
3/12/19		1st Interim Budget 2018-19	Interim Budget 2018-19					
<b>Capital Outlay</b>								
617000001185000	Sites/Improvement of Sites	0	0	0	0	0.00	0	0
640000001110000	Capitalized Equipment	45,503	0	0	0	0.00	0	0
640090441110000	Capitalized Equipment-Basic Aid Sharing	13,000	0	0	0	0.00	0	0
690000011110000	Depreciation Expense	12,127	12,127	0	12,127	0.00	8,069	3,734
	<b>Total Capital Outlay</b>	<b>70,630</b>	<b>12,127</b>	<b>0</b>	<b>12,127</b>	<b>0.00</b>	<b>8,069</b>	<b>3,734</b>
<b>Other Outgo</b>								
714100000092000	Oth Tuition/Excess Costs/Deficit Payments	0	0	0	0	0.00	0	0
714165050092000	SPED Encroachment	0	0	0	0	0.00	0	0
	<b>Total Other Outgo</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	<b>Total Expenses</b>	<b>4,349,641</b>	<b>4,457,811</b>	<b>2,284,467</b>	<b>2,173,345</b>	<b>51.25</b>	<b>5,280,567</b>	<b>5,301,126</b>

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		1st Interim Budget 2018-19	2nd Interim Budget 2018-19	Actuals through Jan 31	Account Balance	Percent	Projected 2019-20	Projected 2020-21
<b>3/12/19</b>								
<b>Other Sources and Uses</b>								
<b>Other Sources</b>								
8980000000000000	Contrib from Unrestr Resource	-80,819	-92,299	0		0.00	-81,256	-85,528
8980531000000000	Contrib from Unrestr Res-CNSP	80,819	92,299	0		0.00	81,256	85,528
8980650000000000	Contrib from Unrestr Res-SpEd	0	0	0		0.00	0	0
8980739200000000	Contrib from Unrestr Res-BTSA	0	0	0		0.00	0	0
8980740500000000	Contrib from Unrestr Res-CCSS	0	0	0		0.00	0	0
<b>Total Other Sources</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>Other Uses</b>								
743800000091000	Debt Svcs Interest Payments	0	0	0	0	0.00	0	0
743900000091000	Debt Svcs Principal Payments	0	0	0	0	0.00	0	0
<b>Total Other Uses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>Total Other Sources and Uses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
<b>Net Increase/Decrease in Fund Balance</b>		<b>222,304</b>	<b>197,410</b>	<b>-181,174</b>	<b>378,584</b>		<b>-797,907</b>	<b>93,015</b>
<b>Year End Reclassification to FASB</b>		<b>58,503</b>	<b>0</b>				<b>0</b>	<b>0</b>
<b>Year End Net Increase/Decrease to Fund Bal</b>		<b>280,807</b>	<b>197,410</b>				<b>-797,907</b>	<b>93,015</b>
<b>Fund Balance</b>								
9791000000000000	Beginning Fund Balance/Net Assets	1,186,405	1,186,404				1,383,815	585,908
<b>Ending Fund Balance/Net Assets</b>		<b>1,467,212</b>	<b>1,383,815</b>				<b>585,908</b>	<b>678,923</b>



1895 - 2019

# SAUSALITO MARIN CITY SCHOOL DISTRICT

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

April 1, 2019

Kurt Weinsheimer  
President, Board of Directors  
636 Nevada Street  
Sausalito, CA 94965

Dear Mr. Weinsheimer:

Thank you for submitting your 2018-19 2<sup>nd</sup> Interim Budget. As required by charter law, we have reviewed the charter school's submitted Second Interim Report. We have summarized our review and requests for additional clarifying information below.

We reviewed your interim budget and multi-year projection (MYP), noting the following:

## **Revenue**

We tied out the LCFF calculator, lottery revenue, and one-time mandate revenue assumptions, noting the removal of the one-time monies next year. We note the increase to this year's Basic Aid Excess funding, the addition of the Low Performing Student grant revenue and expenses, as well as reductions to food services, foundation and after school revenue. We also note the removal of the Basic Aid Excess funding in fiscal year 2019-20. However, there is an unexpected increase in Other Local Revenue in 2020-21 of \$814K. Please explain the source for this increase in revenue.

## **Expenses**

In the current year, there are several adjustments up and down which appear reasonable. However, please explain the eight-fold increase in insurance expense compared to prior year. Also, please confirm the increase in recruiting expense as related to the current search for the next Head of School.

In the MYP, we note the addition of special education, utilities and facilities expenses based on the expiration of the current memorandum of understanding. Additionally, we note a reasonable increase to salaries and benefits in the 2-3% range each year. We also note health care expenses are projected to increase 3% each year.

**Reserves**

Once the changes noted above are reflected in the multi-year projections, 2019-20 shows deficit spending of \$(798K), or 58% of fund balance. Thereafter, the deficit is eliminated in 2020-21 due to the addition of \$814K, in Other Local Revenue. As mentioned above, please explain this unspecified increase in revenue.

**Follow Up**

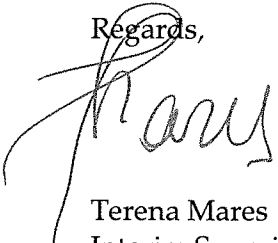
Per discussion above, please provide responses to the indicated questions by April 15, 2019. Responses are expected to the following:

1. Provide information related to the \$814K increase in Other Local Revenue in 2020-21.
2. Provide an explanation to the increases in insurance and recruiting expenses.
3. Provide a plan for fiscal solvency if the anticipated \$814K increase in local revenues does not occur in 2020-21.

In summary, the Charter School MYP reflects deficit spending in 2019-20, with an unknown source for recovery noted for 2020-21, without which Willow Creek Academy will be insolvent at the end of 2020-21, absent any other changes in WCA's operations.

We look forward to receiving responses to the above information.

Regards,



Terena Mares  
Interim Superintendent  
Sausalito Marin City School District



# SAUSALITO MARIN CITY SCHOOL DISTRICT

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

1895 - 2019

Via E-Mail and First Class Mail

April 1, 2019

Kurt Weinsheimer  
President of Board  
Willow Creek Academy  
636 Nevada Street  
Sausalito, CA 94965  
kurtrw@gmail.com

Re: Sausalito Marin City Unified School District,  
2019-20 Proposition 39 Application;  
Willow Creek Academy

Dear Mr. Weinsheimer:

The Sausalito Marin City School District ("District") has considered Willow Creek Academy's ("WCA" or "Charter School") letter dated October 25, 2018, concerning facilities under Proposition 39 for the 2019-20 school year ("Request"). The District is also in receipt of your attorney's correspondence dated February 15, 2019. The District is disheartened at both the tone and content of your attorney's communication as it is inconsistent with the history of allocation of space to the Charter School and that it makes inaccurate representations. Perhaps most fundamentally, the communication disregards the longstanding alternative arrangement that has afforded the Charter School use of the entire Nevada campus (one of only two District school campuses). We will further address these issues below. We further note that your attorney's letter preempts the lawsuit process by attempting to force the District to allocate its educational funding to the Charter School by alleging violation of the District's obligations in a lawsuit *before* the process is complete. However, payment from the District's educational funds is not within the parameters of Proposition 39. The District nonetheless seeks to resolve this matter amicably so that both WCA and the District may focus on their missions to educate students.

Set forth herein is the District's final notification of offered facilities for the 2019-20 school year ("Final Offer") made pursuant to California Code of Regulations, title 5, section 11969.9(h).

## Background

WCA is a charter school operating under the authorization of the District. As a charter school, WCA is an independent school which operates independently of the District. (Ed. Code, §§ 47601, 47612.) Although operationally independent, the Education Code affords charter schools the right to use of school district

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

facilities when the charter school has at least 80 average daily attendance (“ADA”) of students that reside within the school district. (Ed. Code, § 47614; Cal. Code Regs., tit. 5, §§ 11969.9.) WCA was first authorized in 2001 and from its early years has been housed at the campus located at 636 Nevada Street, in Sausalito (“Nevada Campus”). As you well know, the District is small, with only two campuses – the elementary school site in Sausalito and the historically middle school site in Marin City.

When WCA was starting out, it shared the Nevada Campus with the District’s elementary students. WCA has always requested, indeed insisted, that it be housed at the Nevada Campus in Sausalito rather than at the campus in Marin City. In or about 2011, the District went so far as to consolidate its elementary and middle school programs in order to provide WCA with its own campus. Since that time, the District operates its K-8 program at the reconfigured Bayside MLK in Marin City while WCA operates its K-8 program at the Nevada Campus which is now commonly referred to as the Willow Creek Academy site.

There is significant history with WCA as it relates to District resources and supports allocated to WCA above and beyond both the facilities requirements of Proposition 39 and other funding provisions of the Education Code. Suffice to say for purposes of this letter, WCA has benefitted greatly over the years through the allocation of District funds as well as forgiveness of debts/obligations owed by the Charter School to the District. However, as WCA and its counsel well know, the District is not in a position to continue such allocations and debt forgiveness, the continuation of which threatens the district’s fiscal solvency as is evidenced by multiple years of deficit spending. Your counsel now asserts that absent such payments, fully acknowledged to be District discretionary funds, the Charter School will seek to assert violations of Proposition 39 – specifically that the facilities are not in a condition reasonably equivalent to the Bayside MLK campus. It is noteworthy that the “leverage” sought by this strategy is not designed to improve the facility or otherwise address the concern that the Nevada Campus is not reasonably equivalent to the Bayside MLK campus. Instead, it is designed to lay claim to District funds which - by statute - are allocated for the District’s educational program, and also to obtain “goods and services” free of charge.

#### The Proposition 39 Process

The allocation of facilities to charter schools under Proposition 39 is governed by Education Code section 47614, the implementing regulations found at California Code of Regulations, title 5, section 11969.1 *et seq.* (“Regulations”), and corresponding case law. Education Code section 47614 and the Regulations require that the Charter School have submitted certain information by November 1, 2018, to be eligible for the allocation of District facilities for the 2019-20 school year. Charter School was required to present the District with its projected in-district classroom ADA for the 2019-20 school year. (Cal. Code Regs., tit. 5, § 11969.9(c).)

In its Request, WCA sets forth the requirements of Proposition 39 as follows: “Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school’s in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district.” (Request, p. 1.)

WCA goes on to state:



Therefore Willow Creek Academy requests that the District make available the Charter School's existing site [Nevada Campus].

In its eleven page Request, WCA discusses its ADA projections, its operational and educational needs, and on page 8 goes on to specify the exact facilities it wishes to occupy on the Nevada Campus:

*In order to effectively provide these aspects of our educational program, as well as the general classroom organization, the facility allocated to the Charter School must provide the following:*

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

Notably absent from the Request is any complaint or concern about the Nevada Campus. Instead, WCA requested that the District comply with Proposition 39 *by providing the above cited space at the Nevada Campus.*

On February 1, 2019, the District presented Charter School with its preliminary proposal regarding the space to be allocated ("Preliminary Offer") pursuant to California Code of Regulations, title 5, section 11969.9(f). In accordance with WCA's request, the Preliminary Offer allocated WCA precisely the space it requested for precisely the ADA projected by the Charter School. (See Preliminary Offer dated February 1, 2019.)

On February 15, 2019, Charter School responded to the Preliminary Offer. As discussed above, WCA used the Proposition 39 process to leverage payments from the District. For the first time, WCA asserted the Nevada Campus is not reasonably equivalent and other contentions related to the purported inadequacy of the space.

More specifically, Proposition 39 rejects this "gotcha" approach. As WCA states in the Request, the District "*shall* make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily" (Ed. Code, § 47614(b); emphasis added.)

The Regulations also reject this tactic providing: "On or before March 1, the charter school shall respond in writing to the school district's preliminary proposal made pursuant to subdivision (f), expressing any concerns, *addressing differences between the preliminary proposal and the charter school's facilities request as submitted* pursuant to subdivision (b), and/or making counter proposals." (Cal. Code Regs., tit. 5, § 11969.9(g); emphasis added.) The Regulations do not contemplate that a charter school will expressly

request a facility and then complain of a violation when the facility is provided. Therefore, there is no “difference between the preliminary proposal and the charter school’s facilities request”.

An important aspect of the Regulations is the ability of a district and charter school to arrange for housing that does not strictly comply with the Regulations. (Cal. Code Regs., tit. 5, § 11969.1(b) [“If a charter school and a school district mutually agree to an alternative to specific compliance with any of the provisions of this article, nothing in this article shall prohibit implementation of that alternative...].) The arrangement for WCA to be housed in its own exclusive use site has been by mutual agreement with the understanding that the allocation of space at the Nevada Campus was an alternative to specific compliance. It was founded upon the desire of WCA to locate in Sausalito – not in Marin City - on its own campus.

### Response to Contentions Regarding the Nevada Campus

In its Response, Charter School derides the condition of the Nevada Campus – the facility it specifically requested and was provided. The District disputes Charter School’s mischaracterization of the condition of the Nevada Campus and facilities. We first note that the Nevada Campus was previously the District’s Bayside Elementary School and the Bayside MLK campus was its middle school. In order to provide WCA with its own exclusive use campus (in Sausalito), the District moved the entirety of its programs to Bayside MLK. The District’s only two campuses were designed for different grade configurations – Bayside MLK for middle school and the Nevada Campus for elementary grades. In order to reconfigure the Marin City campus, in 2013 the District incurred approximately \$3 million dollars in debt to add additional classrooms at its historically middle school campus. As the case law makes clear, a variety of factors goes into a conclusion that the charter school was offered reasonably equivalent facilities. For example, a deficiency may be “neutralized” by the charter school’s being offered more space or superior space than what is available at the comparison group schools – or in this case, school. (*Bullis Charter School v. Los Altos School District* (2011) 200 Cal.App.4th 1022, 1052.)

The Nevada Campus and buildings were constructed with approval from the California Division of State Architects, remain in good structural condition, are Field Act compliant, and also in compliance with all applicable building codes. The mechanical, plumbing, electrical, and fire-life-safety systems within the facilities allocated to Charter School all comply with applicable codes. The allocated facilities are appropriately equipped and wired for electricity, phone, and broadband use. In terms of overall size, facility space, and average cost-per-square-foot, the Nevada Campus vastly exceeds that of Bayside MLK.

The Nevada Campus covers 19 acres and includes both an upper and lower campus. The upper campus was constructed in 2000. It contains five standard classrooms and additional specialty classrooms for art, science, and computers. It also includes a library, a learning center, staff restrooms, as well as additional spaces to accommodate offices, flexible instruction space, or staff workrooms/lounge and totals approximately 12,500 ft<sup>2</sup>. There is also a portable classroom added in 2004. In 2006, the District installed five new portable classrooms next to Buchanan Drive. The lower campus includes three buildings (A, B, & C), a multi-purpose room, and a new K-Pod. Buildings A, B, & C were first constructed in the early 1980s and fully modernized in 1991, including upgraded technology and systems. Building A encompasses over 2000 ft<sup>2</sup> and contains two classrooms. Building B is over 2200 ft<sup>2</sup> and contains a reception area, offices, restrooms, and additional space. Building C contains four classrooms and restrooms. The multi-purpose room was modernized and expanded in 2005 and also includes a kitchen, restrooms, a stage, and storage. The K-Pod was constructed in 2007 and includes two kindergarten classrooms with a shared toilet room, two standard classrooms, three additional rooms, two staff restrooms and a pair of student toilets. The Nevada Campus includes large amounts of outdoor space,

some of which constitutes inaccessible hillside terrain. The outdoor areas include a baseball field, blacktop, and field areas—all in good condition. Notably, towards the end of the 2016-17 school year, though not required to do so, the District allocated Charter School approximately \$150,000 to use for facilities improvements. WCA has not used the majority of these funds to make facilities improvements despite its concerns. And while Charter School overemphasizes the extent of necessary maintenance and repairs, Charter School's failure to commit these resources towards necessary improvements is noteworthy.

With regard to Bayside MLK, it was constructed in 2008 and contains 4 standard classrooms, 1 science classroom, 1 special day classroom for special education, a small learning center, and 2 small resource rooms utilized as District offices, and restrooms. The administration area encompasses 4380 SF and contains a staff room, offices, reception space, restrooms, and a conference room. There is a separate multi-purpose room which includes restrooms, a small kitchen, and some storage. Bayside MLK also has 4 modular classrooms installed in 2012 and 4 portable classrooms installed in 2001 located adjacent to the main building housing the District's TK classroom, music room, and art room, while the fourth portable is utilized by the Boys and Girls Club and Head Start programs. State guidelines indicate that portable classroom buildings have a typical life expectancy of fifteen years. The District's 2012 Facilities Needs Analysis described the condition of these older portables as poor and in need of replacement.

All school facilities require ongoing maintenance and replacement as the facilities reach the end of their usable life. And the District has always considered the facilities needs at both campuses, a fact reflected in the District's Board presentations and the history of upgrades and maintenance. For example, before Charter School first asserted the Nevada Campus is not reasonably equivalent, the District commissioned a facilities needs analysis, which is currently in progress. Upon completion, the District anticipates preparation of a schedule of improvements at both campuses. Moreover, because of safety concerns, the District has made arrangements to replace the cafeteria tables at the Nevada Campus this summer at a cost of approximately \$70,000.

Although WCA has not used the majority of funds allocated for improvements to the facility, the District is willing to commit the application of Charter School's pro-rata share costs exclusively to the repair, maintenance, and upgrades to the Nevada Campus as determined appropriate under the pending needs assessment.

It is again emphasized that the condition of the Nevada Campus was never raised to challenge its allocation as reasonably equivalent until *after* the District's decision to discontinue the distribution of the discretionary funds to Charter School, a decision that Charter School ardently opposes. As WCA well knows, the California Department of Justice has made public its allegations that the District was in violation of state anti-discrimination laws by operating what it said was a segregated school at Bayside Martin Luther King Jr. Academy and that prior boards of trustees had directed an unequal amount of the District's resources to WCA. WCA's apparent strategy of forcing continued payments under threat of a Proposition 39 lawsuit fails to consider this.

#### Final Offer

In making this Final Offer, the District carefully considered the facilities Request and the Charter School's Response to Preliminary Offer.

In addition to responding to the concerns and/or counter proposals set forth in Charter School's Response, this Final Offer specifically identifies:

- (1) the teaching station, specialized classroom space, and non-teaching space offered for Charter School's shared or exclusive use;
- (2) any space sharing arrangements;
- (3) the in-district classroom ADA projections used to generate this facilities offer and an explanation of any differences from the projections advanced by Charter School;
- (4) the location(s) of the offered facilities;
- (5) the conditions governing Charter School's use of the offered facilities, including a draft facilities use agreement ("FUA");
- (6) Charter School's pro rata share amount; and
- (7) the payment schedule for the pro rata share amount, which takes into account the timing of revenues from the state and from local property taxes.

In preparing this Final Offer, the District considered the following factors:

- (1) Charter School's preference to be housed on a contiguous site;
- (2) Charter School's desire to continue to locate its program on the current Willow Creek Academy campus, located at 636 Nevada Street in Sausalito, California, and the requirement that the District use reasonable efforts to place the Charter School near where it wishes to locate;
- (3) Charter School's proposed educational program to the extent deemed relevant to the assignment of facilities;
- (4) whether the offered facilities meet the Proposition 39 definition of "reasonably equivalent" when compared to the comparison schools;
- (5) the requirement that the Charter School not be moved unnecessarily;
- (6) the District's need to maximize its school facilities for the benefit of the District's community and constituents while balancing current and future needs to house District educational programs and other District-sponsored programs at all of its school sites, including the facilities allocated in this Final Offer, with the needs of the Charter School; and
- (7) the District's obligation to consider equally the needs of in-district Charter School students with those students enrolled in District programs, such that the allocation of facilities results in a fair sharing of District facilities for students attending District schools and Charter School.

#### Projected ADA Upon Which Offer is Based

Charter School's Request projected an in-district classroom ADA of 310.7 for the 2019-20 school year based upon an implied in-district enrollment of approximately 327 students in grades K-8 with a 95.00% attendance rate. The District evaluated Charter School's projection pursuant to California Code of Regulations, title 5, section 11969.9, subdivisions (c) and (d). As reflected in the District's Preliminary Offer, the District accepted Charter School's projections and bases this Final Offer on same.

Please also take notice that Charter School shall be responsible for any reimbursement penalties resulting from an over-allocation of space to Charter School for the 2019-20 school year in accordance with California Code of Regulations, title 5, § 11969.8.

#### Basis and Methodology for Offer of Facilities

Education Code section 47614(b) requires that a school district "make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district."



California Code of Regulations, title 5, section 11969.3, defines the process and criteria for determining whether facilities offered by a school district to a charter school are “sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending public schools of the school district providing facilities.” In order to determine whether facilities are reasonably equivalent, the District compares the offered facilities to district-operated schools constituting a comparison group of schools. The District then offers facilities to Charter School that are reasonably equivalent to the comparison group in the following ways:

Reasonable Equivalence Factors		
	Facility Characteristic	Regulatory Authority
Capacity Factors	Ratio of teaching stations to ADA.	Cal. Code Regs., tit. 5, § 11969.3(b)(1)
	Specialized classroom space if such facilities are available to the district comparison group (e.g., science laboratories).	Cal. Code Regs., tit. 5, § 11969.3(b)(2)
	Non-Teaching space, which the district can share with the charter school (e.g., administrative, kitchen, multi-purpose, and/or play area space).	Cal. Code Regs., tit. 5, § 11969.3(b)(3)
Condition Factors	School site size.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(A)
	Condition of interior and exterior surfaces.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(B)
	Mechanical, plumbing, electrical, and fire alarm systems in condition and conformity to applicable law.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(C)
	Availability and condition of technology resources.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(D)
	Overall learning environment qualities (e.g., lighting, noise mitigation, and/or size for intended use).	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(E)
	Furnishings and equipment.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(F)
	Condition of athletic fields and/or play area space.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(G)

Education Code section 47614(b) also requires a school district to ensure that the facilities offered to a charter school are “contiguous.” Continuous facilities are those “contained on the school site or immediately adjacent to the school site.” (Cal. Code Regs., tit. 5, § 11969.2(d).) But if the school district

cannot accommodate a charter school's in-district ADA at any one school site, "contiguous facilities" are also "facilities located at more than one site, provided that the school district" minimizes the number of sites assigned and takes into consideration student safety. (Cal. Code Regs., tit. 5, § 11969.2(d).)

#### A. Comparison School Sites

"For school districts with fewer than three schools with similar grade levels, the comparison group shall be all schools in the school district with similar grade levels." (Cal. Code Regs., tit. 5, § 11969.3(a)(3).) The District only has a single school. Accordingly, in determining reasonably equivalent facilities for the Charter School for the 2019-20 school year, the District used Bayside Martin Luther King, Jr. Academy ("Bayside MLK") for comparison.

Additionally, while not a comparison school, the District necessarily took careful consideration of the facilities, features, and limitations of the host campus when preparing this facilities offer—the Nevada Campus (formerly Bayside Elementary School). For more information regarding the comparison of the two campuses, please see discussion Response to Contentions Regarding the Nevada Campus, *supra*.)

#### B. Location of Facilities

After careful consideration, the District has determined that continuing to locate Charter School at its current campus is consistent with the request of Charter School and consistent with Proposition 39. As Charter School is presently located on this site, the continued placement of Charter School at the Nevada Campus also offers continuity to Charter School and its students. Correspondingly, the District has satisfied its obligation to "make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate." (Ed. Code, § 47614(b).) And because Charter School will be housed at a single school site, the Nevada Campus is contiguous within the meaning of California Code of Regulations, title 5, section 11969.2(d).

#### C. Condition and Capacity

District staff members have evaluated feasible facilities allocation options. In so doing, the District considered capacity, condition, location, and other relevant factors, using as a point of reference the comparison school identified above, to allocate facilities to the Charter School that meet Proposition 39 standards for reasonable equivalence. The District has evaluated the condition of the comparison school relative to size, condition of interior and exterior surfaces, mechanical, plumbing, electrical, and fire alarm systems in condition and in conformity with applicable law, availability, the existence and condition of technology resources, overall learning environment qualities (e.g., lighting, noise mitigation, and/or size for intended use), furnishings and equipment, and condition of athletic fields and/or play area space. For more information regarding the comparison of the two campuses, please see discussion Response to Contentions Regarding the Nevada Campus, *supra*.)

Based on a complete comparison of both campuses, the District finds that the facilities allocated in this Final Offer are reasonably equivalent to the facilities at Bayside MLK.

#### Amount and Configuration of Space

To determine and ensure a reasonably equivalent allocation of facilities to Charter School, the District carefully evaluated the amount of classroom space, specialized teaching space, and administrative space available to District students at the comparison school. After a complete examination of the facilities



available to students at the comparison schools and those facilities set forth in this Final Offer, the District has determined that this Final Offer provides Charter School's students with facilities that are reasonably equivalent to District facilities in all material respects.

As discussed, *supra*, Charter School has expressly requested that it be permitted to remain at its current location and facilities. Specifically, Charter School asked for the following facilities:

*In order to effectively provide these aspects of our educational program, as well as the general classroom organization, the facility allocated to the Charter School must provide the following:*

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

Charter School expressly states in its Request:

*WCA's educational program and projected ADA growth will require no additional classrooms above the current allocation for 2018-19.<sup>1</sup>*

The District reasonably relied on Charter School's projections and stated facilities needs in making its Preliminary Offer and this Final Offer. In addition, it considered its own programmatic and facilities decisions in preparation for the 2019-20 school year. The District's Preliminary Offer allocated exactly those facilities requested by Charter School and in the same configuration requested by Charter School. This is a continuation of the same allocation of facilities provided to Charter School last year. Again, Charter School cannot legitimately contend that the facilities it specifically asked for and received are non-compliant under Proposition 39.

Regardless, the District's allocation of facilities to Charter School complies with the requirements Proposition 39. Charter School's Request and Response mischaracterize the facilities available at the Nevada Campus, concealing the extent of offered facilities. As to teaching stations (i.e., classrooms), there are a total of 26 classrooms at the Nevada Campus included in the offer of facilities to Charter School, not 18 as implied by Charter School. Charter School's calculation of classroom-to-ADA ratio at Bayside MLK is also incorrect as it underestimates the projected 2019-20 ADA at Bayside MLK.

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<sup>1</sup> Emphasis added.

Charter School's claim for additional specialized and administrative space is similarly misleading as many of the specific facilities by Charter School's Request and provided by the District in its Preliminary Offer are not available to students at Bayside MLK. For example, Bayside MLK students do not have access to specialized computer lab space, a STEAM lab, or a center for restorative justice. As to Charter School's special education needs, the District provides special education services to the Charter School students using classrooms on the Nevada Campus. The District's Preliminary Offer makes clear that if the Charter School chose to become a member of SELPA in order to provide special education, it will have use of the same special education classrooms that are used by the District in providing such services. The Nevada Campus also includes numerous small rooms/offices for use for small group instruction or pull-out instruction. Under any scenario, Charter School has the special education space necessary for its students. By contrast, Bayside MLK does not have use of comparable spaces and instead the District utilizes hallways and administration conference room space for these purposes. As for administrative space, Charter School has three separate building with work rooms, lounges, conference rooms, rest rooms, reception area, and private offices whereas the Bayside MLK administration has limited available space due to the need to accommodate District offices at Bayside MLK

Based on a complete comparison of both campuses, the District finds that the Nevada Campus offered to Charter School is many ways superior in space to what is provided to students attending Bayside MLK and is thus reasonably equivalent within the meaning of Proposition 39. By many in the county, the Nevada campus is considered one of the most beautiful campuses in all of Marin County with its views of Richardson Bay from throughout campus.

Charter School has been allocated the larger of the two District-owned campuses. And there is simply no space left on the Nevada Campus to offer Charter School.

#### Availability

The above-described facilities will be made available to the Charter School by no later than August 5, 2019, ten working days prior to the first day of instruction pursuant to California Code of Regulations, title 5, section 11969.9(j). Access will be conditioned upon a signed Facilities Use Agreement and proper insurance in place.

#### Furniture and Equipment

Desks, chairs and whiteboards sufficient for an in-district classroom ADA of 310.7 will be provided as required by applicable Regulations. Furniture and equipment will be provided from existing District inventory. The District will retain ownership of all furniture and equipment provided to the Charter School and will expect all furniture and equipment to be returned to the District at the end of the use term in the same condition as received, reasonable wear and tear excepted. Charter School may use furnishings and equipment but does not have privileges to remove furnishings and equipment from the site or provide for use by anyone other than Charter School's students, employees, and parents. Furnishings and equipment do not include supplies for the operation of the program.

#### Pro Rata Share and Payment Schedule

Education Code section 47614 and the Regulations require Charter School pay a pro-rata share of the District's facilities costs paid from unrestricted general fund revenues. This pro-rata share will be payable to the District in ten installment payments, commencing September 1, 2019 and ending June 1, 2020. The methodology for computing the pro-rata share is 79 of 143:

Total District facilities costs that the school district paid for with unrestricted general funds, divided by total District square footage, multiplied by the total square footage allocated for use by the charter school. Where the Charter School shares space, the per-square-foot amount was reduced in proportion to the percentage of time allocated to the Charter School.

Charter School argues that ongoing maintenance costs are excluded from pro-rata cost calculations. As set forth in the FUA, Charter School shall provide custodial service and supplies for the building facilities that have been allocated to the Charter School for its exclusive use. The District shall provide landscape and grounds maintenance and custodial service for common areas, outdoor areas, and any shared building space. Excluded costs are those for which Charter School is responsible and actually pays. (Cal. Code Regs., tit. 5, §§ 11969.4(b), 11969.7(a).) Historically, that has not been the case as the District was performing much of the grounds and maintenance at the Nevada Campus, including mowing and weeding of the extensive grounds at the Nevada campus. For the 2018-19 school year, however, Charter School took on a greater share of this work. The District therefore revises its calculation to exclude routine grounds maintenance/custodial costs at the Nevada Campus with the understanding that this work is, and will continue to appropriately be, performed by the Charter School. The District further excluded the costs of the planned replacement of tables at the Nevada campus this summer.

Therefore, now that the Charter School has officially withdrawn its intent to join another SELPA, the District remains the LEA for the Charter School's special education, therefore the Charter School shall be provided with 53.94% of the District's total square footage of property and the projected pro rata share amount for the Charter School shall be \$223,385. For transparency, the District will provide its Excel sheet calculations reflecting the pro rata share above.

#### Other Terms and Conditions

This Final Offer of facilities is valid only for the 2019-20 school year and may not be approved for allocation in future years or may not be approved on an exclusive basis. The District will require that the Charter School enter into a FUA with the District, a draft of which is attached to this proposal, and have compliant A-rated insurance in place. Charter School is solely responsible for the operation and supervision of the Charter School and the students enrolled therein as well as parents/guardians, vendors, visitors and volunteers. No use of services, including site administrative services, are provided with this offer. Charter School is precluded from making any representation that it is in any way affiliated with the District.

#### Reimbursement

This offer is subject to Regulations regarding reimbursement for over-allocated space. (Cal. Code Regs., tit. 5, § 11969.8). While the District offers Charter School facilities based on in-district classroom ADA of 310.7, the District will hold Charter School accountable for any over allocation penalty in the 2019-20 school year.

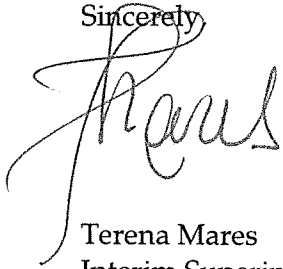
As a final point, we note that Charter School's Request and Response contain many assertions of fact and law that are inaccurate. We do not address each of these contentions, however, the District's silence on any assertion made by the Charter School is not to be taken as an agreement with the Charter School's contentions.

Kurt Weinsheimer  
Willow Creek Academy  
April 1, 2019  
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As expressed herein, the District is committed to providing improvements to the Nevada Campus. The District hopes to work constructively with WCA towards its continued use of the Nevada Campus. That said, the District will not abide the efforts to use the Proposition 39 process to exact funds from the District beyond what Charter School is entitled to under Education Code section 47635.

Thank you for your application. Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Terena", written in a cursive style.

Terena Mares  
Interim Superintendent  
Sausalito Marin City School District

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

This Agreement, dated \_\_\_\_\_, is between the Sausalito Marin City School District ("District") and the Willow Creek Academy Charter School ("Charter School").

**RECITALS**

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

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

**1. TERM/PREMISES.**

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

This Agreement shall terminate on June 30, 2020.

**2. USE OF PREMISES**

- A. During the Term, Charter School shall operate educational programs as set forth in the approved Charter Petition, approved by the District's Board of Trustees on or around June 26, 2018 unless otherwise agreed to in advance by the parties. In the event that Charter School wishes to use District facilities for uses outside of the Charter Petition, the District reserves the right to assess fair rental charges, and prior written permission of the District must be obtained.
- B. This Agreement shall not be assigned by Charter School or by operation of law without the advance written consent of District. Any attempt to so assign the Agreement without consent shall be null and void. Charter School shall not enter into any agreement which purports to sublet the Premises.

- C. Charter School may not allow any assignee, individual, group, agency, business, corporation, or other entity (collectively, "Third Party") to use the Premises for any purpose that has not been authorized by the Charter Petition or the District in writing. No Third Party may use the Premises without a written, signed Facilities Use permit authorized by the District.
- D. Notwithstanding the license to Charter School provided under this Agreement, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131, et seq.) in making use of the facilities accessible to members of the community. The Charter School shall have primary use of the space allocated to the Charter School for the operation of its educational program during its regular school hours; however, before 7:00 a.m. and after 6:30 p.m. during the week and all day on weekends and holidays, with the exception of events scheduled by the Charter School with the District in advance, the Premises shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. As such, all persons or entities seeking to use the District's facilities during such times must complete a facilities use form and obtain prior approval from the District. Civic Center Act use requests for use of the Premises by users other than Charter School shall be evaluated and handled by the District, but coordinated with the Charter School as necessary. Civic Center Act requests for use of the Premises should be directed to the District administration. All proceeds derived from the use of the Premises pursuant to the Civic Center Act shall be the property of the District.
- E. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment.

### 3. Facility Costs and Maintenance

- A. The District will charge a pro rata share of the cost of facilities pursuant to California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.7 and as agreed upon by the parties.
- B. If the District remains the LEA for the Charter School's special education, the Charter School shall be provided with 53.94% of the District's total square footage of property and the Facility Cost shall be calculated based upon that percentage, as further set forth in Attachment A.
- C. The Charter School shall be responsible for all utilities, including, but not limited to, water, gas, electricity, heat, garbage, telephone services, internet, network infrastructure, and other services incurred at the Premises ("Utilities").
- D. Charter School will be invoiced monthly for the Facility Cost and Utilities and will be required to submit payment to the District within 30 days of receipt of invoice.
- E. Facilities provided to the Charter School shall remain the property of the District.



The ongoing operations and maintenance of the facilities is the responsibility of the Charter School. This includes, but is not limited to, grounds keeping and custodial functions. The Charter School shall ensure that the lawn is mowed and maintained in safe and usable condition. Additionally, the Charter School shall be responsible for maintaining the existing landscaping (including maintenance of shrubs, bushes and trees).

Major maintenance and projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and in accordance with District schedules and practices shall remain the responsibility of the District. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance on Charter School's allocated exclusive use space except as set forth above shall be at the Charter School's expense.

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

**4. Furnishings and Equipment.**

District shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of District. The furnishings and equipment provided shall be in accordance with 5 C.C.R. section 11969.2. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of its occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced in accordance with District schedules and practices. Charter School shall not sell or otherwise dispose of District furniture or equipment, and the District will not replace furnishings and equipment disposed of by the Charter School. Charter School shall be bound by all District policies regarding the use of furnishings and equipment.

**5. Reimbursement**

The District will invoice the Charter School in the event of over-allocation. Over-allocation payment shall be due within thirty (30) days of the invoiced date. If the California Department of Education ("CDE") has not yet posted the reimbursement rate for the 2019-2020 school year, the Charter School shall be invoiced based upon the most recent published reimbursement rate and shall be further invoiced or credited when the 2019-2020 reimbursement rate is posted by CDE.

**6. Residency Documentation.**

At the time of submittal for CBEDS, Charter School shall provide valid residency verification documents for every student that are consistent with the District's own and then

current residency verification policies and processes. Charter School must provide complete residency verification documents for all in-district students regardless of whether they provided residency information previously. Charter School will further inform the District regarding any new enrollees or updates/changes to student residency within 10 days, and shall provide the District with the updated residency verification documents reflecting such changes. Charter School shall also promptly inform the District when any Charter School student exits the school. Every student that for whom residency verification documents are not provided in accordance with this section will be deemed out-of-district for all purposes.

**7. Enrollment Reports.**

At the time of submittal for CBEDS, Charter School shall provide the District with an alphabetical list of all students enrolled in Charter School indicating the student's full name, parents/guardians full name(s), address, current phone number, date of birth, grade level, school site last attended. Charter School must provide complete residency verification documents for all in-district students regardless of whether they provided residency information previously. Charter School will further inform the District regarding any new enrollees or updates/changes to the requested student information within 10 days.

**8. Average Daily Attendance Reports.**

On a monthly basis, no later than the fifth school day of each calendar month, Charter School shall provide the District with the daily attendance records for all of Charter School's students for the preceding month, including the names and actual attendance for each student.

**9. CRIMINAL BACKGROUND REVIEW**

Before Charter School permits an employee or volunteer to provide services on the Premises, Charter School shall cause the employee's or volunteer's fingerprints to be submitted to the Department of Justice for the purpose of determining whether the employee or volunteer has been convicted of (1) certain sex and controlled substance convictions as set forth under Education Code sections 44836 and 45123; and (2) certain violent or serious felony convictions as set forth under Education Code sections 44830.1 and 45122.1. that would disqualify him or her from employment by a California public school district. Charter School shall not permit any employee or volunteer who would be so disqualified to provide services on the Premises. At all times this Agreement is in effect, Charter School shall provide District with a current "security list" of all employees and volunteers who are providing services on the Premises and certify that no person on the list has been convicted of a disqualifying offense .

**10. SUPERVISION**

Charter School at all times shall staff its educational programs with a sufficient number of employees to supervise programs and activities in a safe manner and in accordance of all applicable laws and regulations.

**11. INSPECTION.**

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

**12. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

**13. WASTE/COMPLIANCE WITH LAW.**

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Premises, to the satisfaction of District and any governmental

agencies having jurisdiction over the Premises or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School.

Charter School shall not commit waste on the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for an unlawful purpose.

Charter School shall comply with all applicable laws and regulations including, but not limited to, those pertaining to occupancy and use of the Premises, operation of educational programs and activities, and non-discrimination. Charter School shall not use the Premises or permit anything to be done, which will create a hazardous condition, in or about the Premises. Charter School shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, including the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Charter School's improvements or acts. The judgment of any court of competent jurisdiction or the admission of liability in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

#### **14. SURRENDER OF PREMISES.**

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

#### **15. Damage and Destruction of Facilities.**

If the Premises is damaged by any casualty and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Premises shall be restored as quickly as reasonably possible. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the percentage of useable vs. damaged classroom space.

If the Premises are totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Premises cannot be restored within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by District, then this Agreement shall be terminated effective the date of the damage..

#### **16. INSURANCE.**

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

- A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- B. General Liability Insurance. Commercial general liability insurance, or approved self insurance, covering bodily injury and property damage using an occurrence policy form, in an amount no less than Twenty Million Dollars (\$20,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.
  - 1. District, its officers, agents, and employees, are named as additional insured for all Liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - 2. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.
- C. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- D. Documentation. The following documentation shall be submitted to the District:
  - 1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Charter School agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the District for the duration of this Agreement.
  - 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
  - 3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- D. Other Insurance Matters. All of the insurance required under this Agreement shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A VIII as rated in the most recent edition of Best's Insurance Reports, except that insurance through a Joint Powers authority shall be sufficient if prior approval from District is obtained, and (ii) contain an endorsement requiring five (5) days' written notice from the insurance company to

both parties cancellation or change in the coverage, scope, or amount and to the extent possible, prior notice of any cancellation or change in the coverage, scope, or amount. If the Charter School fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the Charter School's failure to pay such damages, and deduct and retain the amount of the premiums from the security deposit or at its sole discretion, find the Charter School in default of this Agreement.

- E. Policy Obligations: Charter School's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- F. Material Breach. If Charter School, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.

17. **HOLD HARMLESS**

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

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



action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

**18. INDEPENDENT STATUS.**

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

**19. DEFAULTS, REMEDIES.**

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School;
- (b) Except as set forth in subdivision (c), the failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms) where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School;
- (c) The failure by the Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the Charter School related to health and safety of any student(s) at Premises. Charter School shall take immediate steps to cure and correct such violations and the violation(s) must be remedied by the Charter School within forty-eight (48) hours of notice. District retains the right to immediately take any action, including immediately closure of all or any part of the Premises where it determines such action is reasonably necessary to protect the health and/or safety of any student, staff, or person on the Premises;

(d) Revocation, surrender, or non-renewal of Charter School's charter, unless otherwise authorized to continue operation in accordance with Education Code section 47607(i), or cessation of the Charter School's program or occupancy of the Premises for any reason;

(e) The failure by Charter School to utilize the Site or Facilities for the sole purpose of operating a charter school and activities reasonably related to the operation of the Charter School as authorized by this Agreement and the Charter School's charter where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School;

(f) The failure of Charter School to access and use the Site and Facilities in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School. Charter School shall comply with District policies regarding the use, operations and maintenance of the Site and Facilities and use of the District's furnishings and equipment. Before the Charter School may deviate from an official District policy regarding the use, operations and maintenance of the Site and Facilities or use of the District's furnishings and equipment, the Charter School must first identify the policy in writing to the District, state its intent to deviate from such policy, and state the basis for its claim that the District's practice substantially differs from the official policy. The Charter School may not unilaterally implement a practice that conflicts with the official policies of the District regarding the use, operations and maintenance of the Site and Facilities or use of the District's furnishings and equipment and may only do so with the written consent of the District.

## **20. AMERICANS WITH DISABILITIES ACT (ADA).**

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

## **21. DISCRIMINATION PROHIBITED.**

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

## **22. COMPLIANCE WITH LAW.**

Charter School shall not use the Premises or cause anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Charter School shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the occupancy requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, with regards to its use or occupancy of the Premises, excluding condition, structural changes or other changes to the real property not related to or affected by Charter School's activities. The judgment of any court of competent jurisdiction or the admission of Charter School in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

**23. Notice.**

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

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

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

**24. Successors In Interest.**

The provisions and conditions of this Agreement shall extend to and bind the assignees or transferees, as permitted, under this Agreement and shall bind any successors in interest of the parties hereto.

**25. Attorney's Fees.**

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

**26. Entire Agreement.**

This Agreement, the current operative Charter Petition, and the current, operative

Memorandum of Understanding contain the entire agreement between the parties. The order of precedence shall be this Agreement first, the Memorandum of Understanding second, and the Charter Petition third. The terms and conditions of this Agreement may be modified only by written agreement signed by the parties.

**27. Governing Law.**

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

**28. Corporate Authority.**

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

**29. Miscellaneous.**

**A. Binding on Successors.**

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

**B. Headings.**

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

**C. Force Majeure.**

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

**D. Invalidity.**

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

**E. Construction of This Agreement.**

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

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

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

Sausalito Marin City School District

BY:

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

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

Willow Creek Academy Charter  
School

BY:

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

**Sausalito Marin City School District**

**Payment of Warrants**

4/4, 2019

Attached warrants include:

Batch 30 Fund 01 in the amount of \$447,066.14

Batch 30 Fund 13 in the amount of \$1,337.55

Batch 31 Fund 01 in the amount of \$51,600.87

Batch 31 Fund 13 in the amount of \$1,413.79

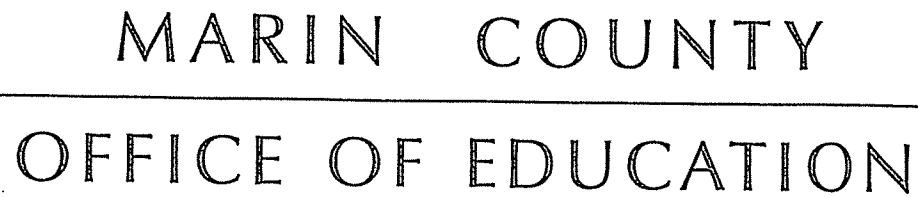
Batch 31 Fund 78 in the amount of \$82,000.00

Batch 32 Fund 01 in the amount of \$38,564.19

Batch 32 Fund 13 in the amount of \$2,104.65

Prepared by Vida Moattar

Sausalito Marin City School District Business Office



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

Date 3/13/19

District No. 47.

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 448,403.69.

AMOUNT

447,066.14

1337.55

87 of 140



APY250 L.00.05

Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/15/2019

03/14/19 PAGE 27

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0030 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20227821	070329/	AT&T CALNET 3				
		PO-190001	1. 01-0000-0-5970.00-0000-2700-104-000-000	2/19 partial		105.91
			WARRANT TOTAL			\$105.91
20227822	000608/	BURKELL PLUMBING				
		PV-190380	01-8150-0-5840.00-0000-8110-103-000-000	56272		175.00
			WARRANT TOTAL			\$175.00
20227823	001811/	STATE OF CALIFORNIA				
		PV-190378	01-0000-0-5821.00-0000-7200-700-000-000	359653		64.00
			WARRANT TOTAL			\$64.00
20227824	071033/	LAWANA COOK				
		PV-190383	01-0000-0-4300.00-0000-2700-104-000-000	Food-3/19 Para Conf.		115.68
			WARRANT TOTAL			\$115.68
20227825	070721/	FAGEN FRIEDMAN FULFROST				
		PO-190155	1. 01-0000-0-5829.00-0000-7100-700-000-000	62159 1-3		805.07
			2. 01-6500-0-5829.00-0000-7100-700-000-000	62159 1-3		100.50
			WARRANT TOTAL			\$905.57
20227826	071025/	DAVID FINNANE				
		PV-190381	01-0000-0-4300.00-0000-2495-104-000-000	Food for TK-K Orientation		79.29
			WARRANT TOTAL			\$79.29
20227827	070876/	GATEWAY LEARNING GROUP				
		PV-190376	01-6500-0-5835.00-5770-1182-700-000-000	1744303		135.00
			WARRANT TOTAL			\$135.00
20227828	071028/	JAMAL GRAHAM				
		PV-190384	01-0000-0-5840.00-0000-2700-104-000-000	Uniform cleaning		30.00
			WARRANT TOTAL			\$30.00
20227829	071029/	KYLAR HARVEY				
		PV-190382	01-0000-0-4300.00-0000-2700-104-000-000	Food & Mileage 3/19 Para Conf.		130.08
			01-0000-0-5230.00-1110-2140-104-000-000	Food & Mileage 3/19 Para Conf.		192.44

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Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/15/2019

03/14/19 PAGE 28

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0030 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL																\$322.52
20227830	000701/	HYDREX PEST CONTROL														
		PO-190014	1.	01	0000	0	5525.00-0000-8200-103-000-000							3/19	WCA	150.00
			2.	01	0000	0	5525.00-0000-8200-104-000-000							3/19	BMLK	85.00
WARRANT TOTAL																\$235.00
20227831	002345/	KONE INC.														
		PO-190006	1.	01	8150	0	5840.00-0000-8110-103-000-000							3-8/19	WCA	442.08
			2.	01	8150	0	5840.00-0000-8110-104-000-000							3/19	BMLK	141.64
WARRANT TOTAL																\$583.72
20227832	002522/	MARIN COUNTY CLERK														
		PV-190377		01	0000	0	5814.00-0000-7110-104-000-000							11/6/18	General Election	2,755.89
WARRANT TOTAL																\$2,755.89
20227833	000058/	P G & E CO														
		PO-190000	2.	01	0000	0	5510.00-0000-8200-104-000-000							2/19	BMLK	1,912.10
WARRANT TOTAL																\$1,912.10
20227834	000056/	PBI														
		PO-190015	2.	01	0000	0	5960.00-0000-2700-104-000-000							3102958017		496.67
WARRANT TOTAL																\$496.67
20227835	071070/	BRUCE PRATT														
		PV-190379		01	6500	0	5840.00-5770-3600-700-000-000							1-2/2019	Pupil Transp.	1,510.32
WARRANT TOTAL																\$1,510.32
20227836	071079/	RYLAND CONSULTING														
		PO-190121	1.	01	0000	0	5840.00-0000-7300-700-000-000							2281		4,400.00
WARRANT TOTAL																\$4,400.00
20227837	000300/	TRANSBAY SECURITY SERVICE														
		PV-190385		01	8150	0	5840.00-0000-8110-103-000-000							73229, 73230		160.00
				01	8150	0	5840.00-0000-8110-104-000-000							73229, 73230		121.00
WARRANT TOTAL																\$281.00

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Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/15/2019

03/14/19 PAGE 29

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0030 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20227838	070759/	VERIZON WIRELESS				
		PO-190013	1. 01-0000-0-5840.00-0000-7200-700-000-000	2/19		152.19
			WARRANT TOTAL			\$152.19
20227839	000159/	WELLS FARGO VENDOR FIN SERV				
		PO-190153	2. 01-0000-0-5605.00-0000-2700-104-000-000	9395431 BMLK		1,294.85
			1. 01-0000-0-5605.00-0000-7200-700-000-000	69395431		647.43
			WARRANT TOTAL			\$1,942.28
20227840	002172/	WILLOW CREEK ACADEMY				
		PV-190386	01-0000-0-8096.00-0000-9200-103-000-000	March 2019 in lieu		430,864.00
			WARRANT TOTAL			\$430,864.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	20	TOTAL AMOUNT OF CHECKS:	\$447,066.14*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	20	TOTAL AMOUNT:	\$447,066.14*

APY250 L.00.05

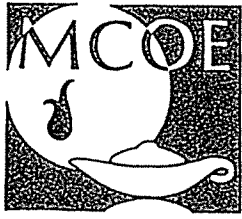
Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/15/2019

03/14/19 PAGE 30

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0030 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		
20227841	071066/	EARL'S ORGANIC PRODUCE				
		PV-190387	13-5310-0-4700.00-0000-3700-700-000-000	844362, 845207		397.50
			WARRANT TOTAL			\$397.50
20227842	070815/	MARIN CHEESE COMPANY				
		PV-190388	13-5310-0-4700.00-0000-3700-700-000-000	563835		184.25
			WARRANT TOTAL			\$184.25
20227843	070816/	UNFI				
		PV-190389	13-5310-0-4700.00-0000-3700-700-000-000	13089813-003		550.80
			WARRANT TOTAL			\$550.80
20227844	070799/	VERITABLE VEGETABLE INC.				
		PV-190390	13-5310-0-4700.00-0000-3700-700-000-000	1283769		205.00
			WARRANT TOTAL			\$205.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	4	TOTAL AMOUNT OF CHECKS:	\$1,337.55*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	4	TOTAL AMOUNT:	\$1,337.55*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$448,403.69*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$448,403.69*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$448,403.69*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$448,403.69*

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# MARIN COUNTY OFFICE OF EDUCATION

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

MARY JANE BURKE  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

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

## VENDOR PAYMENT CERTIFICATION

Date 3/20/19

District Name SAUSALITO MARIN CITY District No. 47

The Governing Board of the District named hereon hereby authorizes and directs payment of vendor payments in the total of \$ 135,014.66.

<u>FUND NUMBER</u>	<u>BATCH NUMBER</u>	<u>AMOUNT</u>
<u>01</u>	<u>31</u>	<u>51,600.87</u>
<u>13</u>	<u>31</u>	<u>1,413.79</u>
<u>78</u>	<u>31</u>	<u>82,000.00</u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>

Authorized Signature 

APY250 L.00.05

Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/22/2019

03/21/19 PAGE 38

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0031 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20228611	070329/	AT&T CALNET 3				
		PO-190001	1. 01-0000-0-5970.00-0000-2700-104-000-000	3/19 partial		954.27
			WARRANT TOTAL			\$954.27
20228612	071088/	LAUREN BUNTING				
		PV-190409	01-1100-0-4300.00-1110-1010-104-000-006	Workshop supplies		46.71
			WARRANT TOTAL			\$46.71
20228613	070308/	CDW-G				
		PV-190394	01-0000-0-4400.00-1110-2420-104-000-000	QJW8950		3,360.00
			WARRANT TOTAL			\$3,360.00
20228614	070935/	CINTAS CORPORATION				
		PO-190003	1. 01-8150-0-5840.00-0000-8110-104-000-000	4018583060		484.87
			WARRANT TOTAL			\$484.87
20228615	070761/	CON E SOLUTIONS				
		PO-190127	1. 01-0000-0-5840.00-0000-7705-700-000-000	11/18 - 2/19		585.00
			WARRANT TOTAL			\$585.00
20228616	071025/	DAVID FINNANE				
		PV-190398	01-0000-0-5240.00-0000-2700-104-000-000	Parking - Conf. Attendance		20.00
			WARRANT TOTAL			\$20.00
20228617	071028/	JAMAL GRAHAM				
		PV-190395	01-0000-0-5840.00-0000-2700-104-000-000	Uniform laundry 3/15/19		22.50
			WARRANT TOTAL			\$22.50
20228618	070938/	JOHN HARRIS JR				
		PV-190399	01-0000-0-5840.00-1130-1010-104-000-000	Basketball referee - 2 games		100.00
			WARRANT TOTAL			\$100.00
20228619	071035/	CLAIRE HARTY				
		PV-190407	01-0000-0-5230.00-1110-1010-104-000-000	Mileage & Food/Lodging-Conf.		116.93
			01-6500-0-5240.00-5770-1110-700-000-000	Mileage & Food/Lodging-Conf.		237.99
			WARRANT TOTAL			\$354.92

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Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/22/2019

03/21/19 PAGE 39

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0031 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20228620	071029/	KYLAR HARVEY													
		PV-190396		01-0000-0-4300.00-0000-2700-104-000-000										Food & Mileage 3/19 Para Conf.	130.08
				01-0000-0-5230.00-1110-2140-104-000-000										Food & Mileage 3/19 Para Conf.	132.44
				WARRANT TOTAL											\$262.52
20228621	002158/	JULIUS HOLTZCLAW													
		PV-190406		01-0000-0-5240.00-0000-2700-104-000-000										Food-March 2019 Para Conf.	74.29
				WARRANT TOTAL											\$74.29
20228622	071091/	ANDREA KEENAN													
		PV-190408		01-0000-0-4300.00-1110-1010-104-000-136										3/19 Mileage, Reimb.	25.49
				01-0000-0-5230.00-1110-1010-104-000-000										3/19 Mileage, Reimb.	79.05
				WARRANT TOTAL											\$104.54
20228623	070624/	LARKSPUR CORTE MADERA SCHOOL													
		PO-190093	1.	01-8150-0-5840.00-0000-8110-103-000-000										51 partial	5,648.42
			2.	01-8150-0-5840.00-0000-8110-104-000-000										51	1,708.00
		PV-190405		01-6500-0-5840.00-5770-3150-700-000-000										52	528.24
				WARRANT TOTAL											\$7,884.66
20228624	071109/	MARIN COUNTY ASSESSOR RECORDER													
		PV-190404		01-0026-0-5840.00-0000-7200-700-000-000										SMCSD Addresses	112.00
				WARRANT TOTAL											\$112.00
20228625	001374/	MARIN FENCE COMPANY													
		PV-190392		01-8150-0-5840.00-0000-8110-103-000-000										78899, 78986	7,628.00
				01-8150-0-5840.00-0000-8110-104-000-000										78899, 78986	14,293.00
				WARRANT TOTAL											\$21,921.00
20228626	000899/	MICHAEL'S TRANSPORTATION SERV													
		PO-190099	1.	01-0000-0-5819.00-1335-1010-104-000-000										108396	764.50
				WARRANT TOTAL											\$764.50
20228627	070071/	MSIA - PROP. LIABILITY													
		PV-190397		01-0000-0-4300.00-0000-7200-700-000-000										MSIA-2019PL-031	401.99



APY250 L.00.05

Marin County Office of Education  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/22/2019

03/21/19 PAGE 40

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0031 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
			01-0000-0-4300.00-1110-1010-104-000-134	MSIA-2019PL-031		1,000.00
			WARRANT TOTAL			\$1,401.99
20228628	071012/	SENECA				
		PV-190391	01-6500-0-5833.00-5750-1185-700-000-000	HEI-FEB 19		3,200.00
			WARRANT TOTAL			\$3,200.00
20228629	070879/	SUNNY HILLS SERVICES				
		PO-190103	1. 01-6500-0-5833.00-5750-1185-700-000-000	2/19 -2 students		9,947.10
			WARRANT TOTAL			\$9,947.10
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	19	TOTAL AMOUNT OF CHECKS:	\$51,600.87*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	19	TOTAL AMOUNT:	\$51,600.87*

APY250 L.00.05

Marin County Office of Education  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 03/22/2019

03/21/19 PAGE 41

DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
 BATCH: 0031 GENERAL FUND  
 FUND : 13 CAFETERIA FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
20228630	071066/	EARL'S ORGANIC PRODUCE													
		PV-190401		13	-5310	-0	-4700	.00	-0000	-3700	-700	-000	-000	845982, 846439	465.00
														WARRANT TOTAL	\$465.00
20228631	070841/	ECOLAB													
		PO-190045	1.	13	-5310	-0	-5605	.00	-0000	-3700	-700	-000	-000	2791033	75.42
														WARRANT TOTAL	\$75.42
20228632	070815/	MARIN CHEESE COMPANY													
		PV-190402		13	-5310	-0	-4700	.00	-0000	-3700	-700	-000	-000	564194	95.00
														WARRANT TOTAL	\$95.00
20228633	070827/	MARIN SUN FARMS													
		PV-190400		13	-5310	-0	-4700	.00	-0000	-3700	-700	-000	-000	443355	282.80
														WARRANT TOTAL	\$282.80
20228634	070973/	ROCK ISLAND REFRIGERATED													
		PV-190403		13	-5310	-0	-4700	.00	-0000	-3700	-700	-000	-000	1166881,1207842,1209306	495.57
														WARRANT TOTAL	\$495.57
*** FUND	TOTALS ***														
		TOTAL NUMBER OF CHECKS:													5
		TOTAL ACH GENERATED:													0
		TOTAL EFT GENERATED:													0
		TOTAL PAYMENTS:													5
		TOTAL AMOUNT OF CHECKS:													\$1,413.79*
		TOTAL AMOUNT OF ACH:													\$0.00*
		TOTAL AMOUNT OF EFT:													\$0.00*
		TOTAL AMOUNT:													\$1,413.79*

APY250 L.00.05

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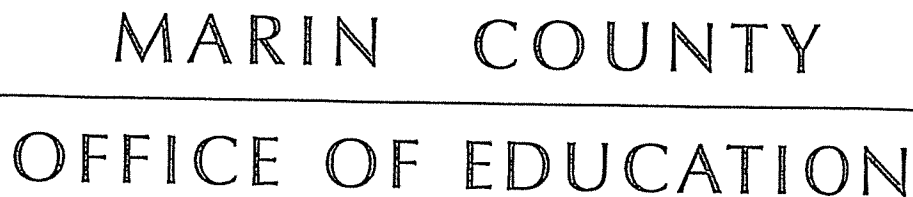
DISTRICT: 047 SAUSALITO SCHOOL DISTRICT

BATCH: 0031 GENERAL FUND

FUND : 78 PASS-THROUGH ~ REVENUES

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
20228635	002172/	WILLOW CREEK ACADEMY												
		PV-190393				78-0000-0-9620.00-0000-0000-000-000							Balance of 12/18 A Bulletins	82,000.00
													WARRANT TOTAL	\$82,000.00
*** FUND	TOTALS ***					TOTAL NUMBER OF CHECKS:	1						TOTAL AMOUNT OF CHECKS:	\$82,000.00*
						TOTAL ACH GENERATED:	0						TOTAL AMOUNT OF ACH:	\$0.00*
						TOTAL EFT GENERATED:	0						TOTAL AMOUNT OF EFT:	\$0.00*
						TOTAL PAYMENTS:	1						TOTAL AMOUNT:	\$82,000.00*
*** BATCH TOTALS ***						TOTAL NUMBER OF CHECKS:	25						TOTAL AMOUNT OF CHECKS:	\$135,014.66*
						TOTAL ACH GENERATED:	0						TOTAL AMOUNT OF ACH:	\$0.00*
						TOTAL EFT GENERATED:	0						TOTAL AMOUNT OF EFT:	\$0.00*
						TOTAL PAYMENTS:	25						TOTAL AMOUNT:	\$135,014.66*
*** DISTRICT TOTALS ***						TOTAL NUMBER OF CHECKS:	25						TOTAL AMOUNT OF CHECKS:	\$135,014.66*
						TOTAL ACH GENERATED:	0						TOTAL AMOUNT OF ACH:	\$0.00*
						TOTAL EFT GENERATED:	0						TOTAL AMOUNT OF EFT:	\$0.00*
						TOTAL PAYMENTS:	25						TOTAL AMOUNT:	\$135,014.66*

Printed: 03/21/2019 09:59:07



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

# VENDOR PAYMENT CERTIFICATION

District Name SAUSALITO MARIN CITY District No. 47

Thirteen

APY250 L.00.05

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DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0032 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT SO GOAL FUNC LOC ACT GRP	DESCRIPTION		
20229254	002550/	ASSOCIATED VALUATION SERVICES				
		PO-190020	1. 01-0000-0-5849.00-0000-7200-700-000-000	6131		304.29
			WARRANT TOTAL			\$304.29
20229255	071025/	DAVID FINNANE				
		PV-190410	01-0000-0-4300.00-1110-2140-104-000-000	Lunch for mindfulness days		131.15
		PV-190415	01-0000-0-4300.00-0000-2700-104-000-000	School supplies		13.16
			WARRANT TOTAL			\$144.31
20229256	002270/	FISHMAN SUPPLY CO.				
		PO-190009	1. 01-0000-0-4300.00-0000-8210-104-000-000	1181775,1182174,1181998		988.02
			WARRANT TOTAL			\$988.02
20229257	070673/	GANDER PUBLISHING				
		PO-190163	1. 01-9916-0-4300.00-1110-1010-104-000-000	209146		644.76
			WARRANT TOTAL			\$644.76
20229258	071028/	JAMAL GRAHAM				
		PV-190411	01-0000-0-5840.00-0000-2700-104-000-000	Uniform laundry		22.00
			WARRANT TOTAL			\$22.00
20229259	000039/	KAISER FOUNDATION				
		PV-190414	01-0000-0-9526.00-0000-0000-000-000-000	578-0002		15,992.80
			01-0000-0-9526.00-0000-0000-000-000-000	16734-0001		12,826.28
			WARRANT TOTAL			\$28,819.08
20229260	070988/	VANESSA LYONS				
		PO-190080	1. 01-9471-0-5800.00-1110-1010-104-000-000	3/19 Garden Work		2,190.00
			WARRANT TOTAL			\$2,190.00
20229261	000015/	MSIA DENTAL				
		PV-190412	01-0000-0-9528.00-0000-0000-000-000-000	4/19		3,154.03
			WARRANT TOTAL			\$3,154.03
20229262	000117/	MSIA VISION				
		PV-190413	01-0000-0-9529.00-0000-0000-000-000-000	4/19		428.80

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FOR WARRANTS DATED 03/29/2019

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DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0032 GENERAL FUND  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT								
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	DESCRIPTION	AMOUNT
-----														
WARRANT TOTAL														\$428.80
20229263	071012/	SENECA												
		PO-190087	1.	01-0000-0-5840.00-1110-1030-104-000-000									SMCSD-COM-FEB19	1,216.19
WARRANT TOTAL														\$1,216.19
20229264	001531/	STAPLES												
		PO-190158	1.	01-1100-0-4300.00-1110-1010-104-000-005									Supplies-Banks	90.49
		PO-190159	1.	01-0000-0-4300.00-0000-2700-104-000-000									School supplies	562.22
WARRANT TOTAL														\$652.71
*** FUND	TOTALS ***													
TOTAL NUMBER OF CHECKS:												11	TOTAL AMOUNT OF CHECKS:	\$38,564.19*
TOTAL ACH GENERATED:												0	TOTAL AMOUNT OF ACH:	\$ .00*
TOTAL EFT GENERATED:												0	TOTAL AMOUNT OF EFT:	\$ .00*
TOTAL PAYMENTS:												11	TOTAL AMOUNT:	\$38,564.19*



APY250 L.00.05

Marin County Office of Education  
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FOR WARRANTS DATED 03/29/2019

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DISTRICT: 047 SAUSALITO SCHOOL DISTRICT  
BATCH: 0032 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			
20229265	071066/	EARL'S ORGANIC PRODUCE				
	PV-190420	13-5310-0-4700.00-0000-3700-700-000-000	847230			177.00
		WARRANT TOTAL				\$177.00
20229266	070815/	MARIN CHEESE COMPANY				
	PV-190417	13-5310-0-4700.00-0000-3700-700-000-000	564636			239.25
		WARRANT TOTAL				\$239.25
20229267	070827/	MARIN SUN FARMS				
	PV-190419	13-5310-0-4700.00-0000-3700-700-000-000	443643			349.97
		WARRANT TOTAL				\$349.97
20229268	070816/	UNFI				
	PV-190416	13-5310-0-4700.00-0000-3700-700-000-000	13115061-003,13102450-003			1,163.93
		WARRANT TOTAL				\$1,163.93
20229269	070799/	VERITABLE VEGETABLE INC.				
	PV-190418	13-5310-0-4700.00-0000-3700-700-000-000	1286519			174.50
		WARRANT TOTAL				\$174.50
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:		\$2,104.65*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	5	TOTAL AMOUNT:		\$2,104.65*
*** BATCH	TOTALS ***	TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:		\$40,668.84*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	16	TOTAL AMOUNT:		\$40,668.84*
*** DISTRICT	TOTALS ***	TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:		\$40,668.84*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	16	TOTAL AMOUNT:		\$40,668.84*

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**SAUSALITO MARIN CITY SCHOOL DISTRICT  
BOARD MEETING MINUTES  
February 14, 2019**

**ATTENDANCE**

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

Absent: Joshua Barrow (present at open session until 6:25 p.m.)

Interim Superintendent: Terena Mares

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

**CLOSED SESSION**

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

**RECONVENE TO OPEN SESSION**

Open session reconvened at 6:12 p.m.

**REPORT OUT OF CLOSED SESSION**

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

Trustee Green said that pursuant to Government Code sections 11180 and 54956.9 and Evidence Code section 1152, the ongoing discussions with the California Attorney General's Office are confidential under the law. The District cannot disclose details of discussions with the Attorney General's office. The District understands that there is a letter from the Attorney General's Office dated December 11, 2018 that has been publicly disclosed, describing the conclusion of a related confidential investigation. A timeline for the resolution of this process has yet to be determined. The District will provide more information to the public when permissible.

**PLEDGE OF ALLEGIANCE**

Trustee Green led the pledge of allegiance.

**REORGANIZATION OF AGENDA**

Trustees agreed to move up items 13.02 and 15.01 in the agenda to allow for more efficient proceedings.

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

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

**Noes:** None

**Abstain:** None

**BOARD COMMUNICATIONS**

Trustee Barrow said: After six years of volunteer service on this Board and reelection by a healthy margin of votes, I am being accused General's office of having a potential conflict of interest disproportionate to the general public, because of the proximity of my home to Bayside MLK. I am being told that I cannot participate in the dialogue with the AG and subsequent Board votes on any related matters. The implications of the AG's rationale would seem to be that I am unable to participate in any major decisions involving BMLK. I am effectively shut out as a Board member. This claim that my property value would be materially impacted more than a majority of homes in Marin City, and therefore I would somehow be conflicted in favor of BMLK, is ironic and would seem to fly directly against the Fiscal Crisis and Management Assistance Team's claim that because I have children at WCA, I may be conflicted towards WCA. That claim was echoed by the Marin County Office of Education and in the Uniform Complaint. I would like to address a key difference between those claims. FCMAT, MCOE and BMLK advocates are not law enforcement agencies. In every previous case, District counsel had clearly refuted the allegations and I was comfortable executing my duties as an elected Board

member. While I find the allegations of conflict in favor of WCA and now BMLK to be wrong and even contradictory, clearly the AG is a law enforcement agency.

I was raised to respect and comply with the orders of law enforcement, even if you think they are wrong. You work through a legal process to remedy the situation. In this case, that process is appealing to the AG for reconsideration and ultimately to the Fair Political Practices Commission for an opinion. That is what I am doing, with the full support of the Board, the Superintendent and our legal counsel. I am not happy with how slow the process is and the ramifications of sitting on the sidelines during this critical period for the District, but I feel this is the right course of action. Some have encouraged me to ignore these allegations and continue to participate. I don't think that would be wise for the District or me personally. Some feel this is a political hit against me and unfounded in the law. Time will tell.

Finally, in the past six years, I have made supporters of both Bayside MLK Jr. Academy and Willow Creek Academy very angry. I have built trust with both communities and at the same time pushed back. Some have described me as a stabilizing force in difficult circumstances. I apologize to those who voted for me and support me and hope to return with a positive opinion from the Fair Political Practices Commission regarding my ability to participate as board member. Until then, I will continue to abstain from all material matters impacting BMLK. I will not be present for future board meetings until this is resolved.

Trustee Green said that trustees, along with some in the audience, are disheartened by this process. We put our hearts into this work because we care, not because we want to usurp our power, she said.

Trustee Turner said there are things that do not foster collaboration; one is demonizing individuals, the other is speaking half truths. These are close relatives of bullying. She implored the community to work together.

Trustee Hough said she attended the Martin Luther King Jr. Day celebration in Marin City. She also attended WCA board meetings and LCAP meetings for both schools, and held two informal talks with the president of the WCA Board. We are invested in the process, she told the audience.

## **ACKNOWLEDGMENTS**

Superintendent Mares thanked volunteer Claudia Kennedy for her generous donation of \$1000 for classroom libraries. She also thanked the organization Stand Up for Kids for their donation of Varidesk stand-up desks to Bayside MLK Jr. Academy.

Former principal and music teacher Jonnette Newton was recognized for her outstanding contributions to the education and wellbeing of students at BMLK. Several members of the public honored her dedication and love for her students. On behalf of Marin County Supervisor Kathrin Sears, Leslie Alden presented Ms. Newton with a proclamation. Natalie Nong, a former student of Ms. Newton, performed a song in her honor.

## **Vision for 2019-2020 School Year at Bayside MLK Jr. Academy**

Principal Finnane introduced second grade teacher Jennifer Kelly and some of her students who gave a performance in honor of Black History Month.

Mr. Finnane thanked Bettie Hodges for her unfailing persistence and Melissa Cadet for saying that we should identify and stick with a program for our students. He said we must remember to celebrate the strengths of our children, including resilience, determination and imagination as well as address their needs, which include conflict resolution, academic skills development and self-esteem.

The vision for the next academic year is the creation of a community school with an emphasis on culturally relevant content, Arts education, professional development and social- emotional support for our students.

He then enumerated the steps involved in the plan to revamp the academic and social emotional work of the school, including literacy and math workshops, and a laser focus on achievement.

A group of Bayside MLK Jr. Academy teachers said that over the years, important programs such as early intervention and counseling were dismantled. The deficit in the middle grades today did not happen overnight: By the time the current middle schoolers were in kindergarten, the counseling program had been gutted; there was no intervention, no math teacher and a two day a week science teacher. Between 2008 and now, the student population fell by 50. The students have suffered some serious harm. What has happened at BMLK was due to actions that supported students at WCA, they told the Board.

Oshalla Marcus spoke in support of the Vision for 2019-2020, particularly the community school model, arts education and social-emotional support through a culturally relevant curriculum. Marin City is one of the few places where our children of color can have a sense of safety, she said.

#### **Willow Creek Academy 2018-2019 Interim Budget Report & District Response**

Ms. Mares said that as part of District oversight of the charter school, the Board performs an analysis of WCA finances. The 2018-2019 WCA budget was out of alignment with the District budget. In its reply, the District requested that WCA submit a contingent budget showing how it will respond to a different financial reality in 2019-20.

Trustee Van Alst asked for clarification on a paragraph in the letter which stated that the District would reassess the impact of potential budgetary and programmatic changes to the charter, which, if realized, could constitute a real change to WCA's charter petition. Ms. Mares said that when WCA submits its contingent budget, if it looks like there are significant changes to its programs, these might necessitate a resubmission of its charter petition. This would not be a revocation of WCA's charter, she said. Further, these procedural points were raised for WCA's information and not as threats.

Peter Van Meter said the needs of students at both schools must be balanced and there ought to be a financial solution without having to go to war.

Jennifer Conway said she appreciated the time that trustee Hough spent at WCA to get to know the school and students. She said that the proposed additional charges to WCA would mean devastating reductions in a school that has no overhead.

Joe Burns, Mayor of Sausalito, said we ought to make sure our tax dollars are providing the best education for our children. The district has an economy of scale issue and should develop a plan that provides for choice, diversity and inclusion. Unite all the kids in one program, he told the Board.

Jeff Knowles said the Board adopted a budget that provides per- student funding at less than \$10K for WCA students and over \$40K for BMLK without substantive discussion. He continued: A year after the initial proposal, there is still no dialogue. This December the Board again approved a budget that is inconsistent with the law.

David Kostiner said the administration of our County Office of Education is paid very well – between \$395K and \$280K a year. If we cut those salaries by 25%, our funding issues will be solved.

Philip Kerr said that during the last election, trustees Ida Green and Bonnie Hough made campaign promises not to make any cuts in the classroom. He said full funding of our students' needs entails better management of the money the District has at its disposal. He asked the Board not to allow politics to get in the way of doing the right thing for all students.

At 8:45 p.m., trustee Green announced that the Board would take a short break. The Board reconvened the meeting at 8:50 p.m.

Reverend Mowry of the Sausalito Presbyterian Church said the best lesson for our children is for them to see us all work well together. He said that he empathizes with the indignation of Willow Creek parents, but also remembers that seven years ago, the parents at Bayside were before the Board asking not to be moved from the Sausalito campus and not to cut the number of staff – to no avail. Together, you can solve this problem, he told the Board.

Trustee Van Alst said that the AG investigation process should not stop the Board from its tasks of reviewing the budget and working on possible restructuring. The work should continue, she said.

Oshalla Marcus said that children and parents in Marin City often feel that their community is being used to get grants, to do academic research, and for people to feel that they are living in a diverse community. She asked for everyone to truly come together so that we do not just say that our children go to a diverse school, but actually create a real community.

Trustees agreed to move all correspondence except for items 10.05 and 10.07, as well as all committee reports and item 13.04 to the March meeting.

**M/s/c Van Alst/Turner to further re-organize the agenda**

**Ayes: Green, Hough, Turner**

**Noes: Van Alst**

**Absent: Barrow**

**Ratification of the Waiver of Actual or Perceived Conflict of Interest by School & College Legal Services (SCLS) Law Firm Regarding the AG matter**

Attorney Loren Soukup said it is the position of her firm that there is no conflict of interest in having SCLS represent the District in the Attorney General matter, despite the fact that Mr. Bob Henry is of counsel to SCLS and also represents the County Office of Education. We have put up a “wall” in our office to make sure that Mr. Henry is excluded from every item of business concerning the AG matter, she said. However, out of an abundance of caution, we have included a potential conflict waiver in tonight’s agenda for your consideration, she told the Board.

Trustee Van Alst said that SCLS was hired with the specific prohibition of working on the AG matter. She said that she has deep concerns about hiring counsel with a perceived or real conflict in this highly sensitive situation of dealing with the AG matter and the need to ensure independent representation of the District.

Ms. Mares said that Bob Henry does not work for SCLS in his representation of the Marin County Office of Education.

Ms. Soukup said that it is not uncommon in education law for counsel to represent both a county office of education and the districts within that county. She emphasized that Bob Henry has no access to any information regarding SCLS representation of the District in the AG matter.

**M/s/c Turner/Hough to Approve of the Proposed Ratification of the Waiver of Actual or Perceived Conflict of Interest by SCLS Law Firm Regarding the AG matter**

**Ayes: Green, Hough, Turner**

**Noes: Van Alst**

**Absent: Barrow**

## **ORAL COMMUNICATIONS**

A group of BMLK middle school students said that as Black and Brown students, they feel safe at BMLK – something that is not true in other schools. Speaking for the group Jo’lique Byrd said that the Bayside campus was taken away from them – nevertheless the students showed resilience and rose up again. Now, we ask for the opportunity to have an equal education, she told the Board.

Jamie Whittington said she was dismayed that WCA parents have called for demonstrations in the streets to demand that the Board defy established civil rights law. She continued: This controversy is not about the merits of WCA, but about an attempt to remedy non compliance with civil rights laws. It is also about Marin City families that felt they had no choice but to go to WCA because they found their local school no longer viable after years of discriminatory actions by former school boards. This controversy is about whether the current Board can find remedies to years of non compliance with civil rights law without a public court fight.

David Suto said we could solve our funding problems this year with a \$350 parcel tax. Many of the students at both schools are not being taught equitably. We should work to raise the Local Control Funding Formula per student allocation by 50%.

Neil Hamari said: Thank God for the Attorney General. We have fought so hard over the past 10 years to get justice done for our school budget while services were stripped away. I am so proud to be part of a group that sticks with the public school system.

Jeff Knowles said many of us believe the best solution is to integrate and merge the schools. The current funding formula is not disproportionately in favor of WCA, rather it is the other way round.

Laura Gonzalez said that her family emigrated from Mexico and wants her children to attend a diverse school. Touring schools, she felt welcome at WCA but not at BMLK.

Jackie Dedrick said 10 years ago, she told the Board that they were taking the kids away from the Bayside campus and dumping them here at Bayside MLK.

Johanna VanderMolen said she would like to ask for help to ensure school safety at WCA. There are issues with unsafe cafeteria tables at WCA where we recently had a second accident, she said.

## **REPORTS**

### **Superintendent**

Ms. Mares said that Felicia Gaston of Performing Stars of Marin continues to do an extraordinary job in supporting the students. Tonight she provided snacks with donations from parents as well as Cibo, a local restaurant. She also thanked Jennifer Conway who provided pizza for all the children.

Ms. Mares encouraged everyone to attend the Beyond Courageous Conversation seminar at MCOE. She informed the Board that the District had to decline the Fresh Food grant from the State because the necessary retrofit of the kitchen would cost \$100K. She notified the Board that the District is in the midst of responding to a voluminous public record request from WCA.

### **Site Leadership**

Principal Finnane said that the school held a great Black History Month Celebration last week. He thanked pastor Leggett, Julius Holtzclaw and several volunteers for the food provided at the celebration. We are about to begin our Opinion Writing celebration, when all grades from TK to Eighth will be sharing their writing with each other. He said that he would have an overview of the “scope and sequence” in history and social science curricula for each grade to share with the Board at the August meeting.



### **Willow Creek Academy**

Head of School Tara Seekins said that the MLK celebration on January 21<sup>st</sup> at the Marin City recreation center was enlivened by music teacher Phil Logan leading an ensemble of student vocalists.

She thanked the Sausalito Rotary Club and specially Dr. Thornton for visiting the campus and handing out dictionaries to the third graders. LCAP planning for the 2019-2020 school year is underway with parent surveys and feedback solicitation. Ms. Seekins acknowledged trustee Hough for attending the LCAP information meetings as well the WCA board meeting to learn more about the school's programs.

Kurt Weinsheimer thanked the WCA and BMLK teams for keeping the focus on education in the midst of the present chaos. He said that the District has the duty to fund the public charter school and WCA has a duty to offer a high quality education. If this budget goes through, WCA will have a deficit of \$700K and the district will have a surplus of \$700K, he said.

### **Facility Report**

Director of Facilities Wolf Gutscher said that both campuses have been inspected to comply with the requirements of the School Accountability Report Card. BMLK received a good rating; WCA received a fair rating. Going forward, the main focus is stopping the wet and dry rot at WCA. This is a capital expense that would usually entail going out for a bond. He said that he cannot see a fractured community voting for a general obligation bond at this time. In addition to the major structural problems at WCA, the portable at both sites have about 3-5 years of useful life left. He said that he has asked the firm of Greystone West to perform a facilities needs analysis and give a detailed report.

### **Willow Creek Academy 2017-2018 Audit Report**

This item was brought to the Board as an information item.

### **Preliminary Offer, WCA Prop. 39 Facilities Request**

Superintendent Mares said that this the District's response to WCA's annual request for facilities which asks the charter school to pay a pro-rata share of maintenance costs and for the payment of utilities. They have until March 1 to respond.

### **Roll Call Van Alst/Hough to Approve the Following Consent Agenda items:**

Payment of Warrants – Batches 21-24

Minutes of the December 13 and 18, 2018, January 8, 10, 18, 22, 24, 28 and February 5, 2019 Board Meetings

Quarterly Report on Williams Uniform Complaints

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

**Noes: None**

**Absent: Barrow**

### **Contract with Kidder Mathews Appraisers**

**M/s/c Van Alst /Hough to Approve the Contract with Kidder Mathews Appraisers**

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

**Noes: None**

**Absent: Barrow**

### **Contract with Marin Fence Company – Fence Installation at Willow Creek Academy**

**M/s/c Van Alst /Turner to Approve the Contract with Marin Fence Company – Fence Installation at Willow Creek Academy**

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

**Noes: None**

**Absent: Barrow**

**Contract with PCD Inc. – Installation of Intercom to Modular Buildings at Bayside MLK Jr. Academy  
M/s/c Van Alst /Turner to Approve the Contract with PCD Inc. – Installation of Intercom in Modular  
Buildings at Bayside MLK Jr. Academy**

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

**Noes: None**

**Absent: Barrow**

**Resignation – Vanamali Tay, Effective 6/30/2019**

**M/s/c Van Alst /Hough to Approve the Resignation – Vanamali Tay, Effective 6/30/2019**

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

**Noes: None**

**Absent: Barrow**

**Retirement – Vida Moattar, Effective 6/30/2019**

**M/s/c Van Alst /Hough to Approve the Retirement – Vida Moattar, Effective 6/30/2019**

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

**Noes: None**

**Absent: Barrow**

**Resolution 762: Notice of Layoff: Certificated Employees – Reduction in Force Due to Lack of Funds and/or  
Lack of Work**

Ms. Mares said that this is a procedural step only as the District is in talks with WCA for the charter school to continue using District special education staff in the event of a move to a different Special Education Local Plan Area (SELPA).

**Roll Call Van Alst /Turner to Approve Resolution 762: Notice of Layoff: Certificated Employees – Reduction in  
Force Due to Lack of Funds and/or Lack of Work**

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

**Noes: None**

**Absent: Barrow**

**Community School Manager Job Description**

**M/s/c Turner/Van Alst to Approve the Community School Manager Job Description**

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

**Noes: None**

**Absent: Barrow**

**ADJOURNMENT**

**M/s/c Van Alst/Turner to Adjourn at 11:08 p.m.**

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

**Noes: None**

**Absent: Barrow**

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
February 25, 2019**

**ATTENDANCE**

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

Interim Superintendent: Terena Mares

The meeting was called to order at 4:01 p.m.

**CLOSED SESSION**

The Board convened the closed session at 4:02 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 6:13 p.m.

Trustee Green said that pursuant to Government Code sections 11180 and 54956.9 and Evidence Code section 1152, the ongoing discussions with the California Attorney General's Office are confidential under the law. The District cannot disclose details of discussions with the Attorney General's office. The District understands that there is a letter from the Attorney General's Office dated December 11, 2018 that has been publicly disclosed, describing the conclusion of a related confidential investigation. A timeline for the resolution of this process has yet to be determined. The District will provide more information to the public when permissible.

**PLEDGE OF ALLEGIANCE**

Trustee Van Alst led the pledge of allegiance.

**REPORT OUT OF CLOSED SESSION**

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

**CORRESPONDENCE**

Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget  
District Response Marin County Office of Education – Budget Review of SMCS D 2018-19 First Interim Budget  
Marin County Office of Education – Letter dated 2-14-2019

Superintendent Mares said that she would address all three letters together. She explained that in its review of the District's first interim budget, the County Office of Education has noted the possible impact of a successor MOU with Willow Creek Academy in 2019 and called on the administration to continue negotiating with the charter school.

Trustee Van Alst asked whether the County Office's call for "recovery and restoration" in reference to the District's multi-year budget projections is a mandate. Ms. Mares said this is not a mandate; "recovery and restoration" is a common phrase used by the County when it is citing a district's fiscal responsibility to maintain solvency.

Trustee Van Alst said that the last Fiscal Crisis and Management Assistance Team's report showed that the District's contribution to the cafeteria fund has gone from \$64K in 2015-2016 to a high of 160K a year.

Ms. Mares said that this is another area that is receiving her attention. She reported that she is in discussions with the classified union regarding staffing levels and looking at all cafeteria expenditure areas closely. This level of spending cannot continue, she told the Board.

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

Ms. Mares said this is a response to a charge that she had a conflict of interest and could not continue to work on Charter oversight.

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

Ms. Mares said this problem must be remedied and we are taking the steps outlined in the letter to remedy it.

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

Ms. Mares said this letter outlines the argument that the charter is entitled to additional funding. Trustee Van Alst said it would be useful to get counsel's view on these matters.

#### **Willow Creek Academy SELPA Acceptance Letter**

Superintendent Mares said this letter formally accepted WCA into the El Dorado charter SELPA. There are ongoing conversations with WCA regarding their special education program.

Jeff Knowles said the District budget proposes charging WCA over 900K for special education. If it were not for this additional cost for WCA, it would be best for all the students to continue with the existing arrangement.

Trustee Turner said that WCA head of school Tara Seekins had stated her preference that the school manage its own special education program. Mr. Knowles said that while autonomy is a good thing, this has not been the charter school's primary goals.

#### **COMMITTEE REPORTS**

Trustees reported on their committee activities.

#### **English Language Learners Advisory Committee Membership Update**

Mares said we have one member and we need more. Trying to recruit more Spanish speaking parents.

#### **Willow Creek Academy Response to District Preliminary Proposal-Proposition 39, 2019-2020**

Ms. Mares said that the WCA response outlines its intention to ask for facilities based on Bayside MLK Jr. Academy's ratio of student to square footage. This would entitle WCA to 12 additional teaching stations and comes in light of the District's intention to charge WCA for its share of maintenance and utilities. In addition, the District has received extensive public records requests from WCA, asking for documentation to back up the District's preliminary offer. Ms. Mares said that the District would continue to negotiate with WCA.

Jeff Knowles said there are two ways that districts can charge charters for facilities. Option 1 is to increase oversight fees to 3%, which has been the case so far – this translated to a charge of \$60K for WCA. Switching over to option 2, which is to consider all facilities costs, and charge a pro-rata share based on square footage, will increase the \$60K charge to \$300K. This is the proposal that led to the public information request. It is regrettable that we are where we are, he told the Board.

**2019-2020 Bayside MLK Jr. Academy School Calendar**

**M/s/c Van Alst/Turner to Approve the 2019-2020 BMLK School Calendar**

**Ayes: Green, Turner, Van Alst**

**Noes: None**

**Absent: Barrow, Hough**

**Superintendent Search Process and Brochure**

Trustees agreed to review an edited version of the brochure and vote on the search procedure at the March 4, 2019 special board meeting.

**ADJOURNMENT**

**M/s/c Turner/Van Alst to Adjourn at 7:55 p.m.**

**Ayes: Green, Turner, Van Alst**

**Noes: None**

**Absent: Barrow, Hough**

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT**

**SPECIAL BOARD MEETING MINUTES**

**March 4, 2019**

**ATTENDANCE**

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

Absent: Joshua Barrow

Interim Superintendent: Terena Mares

**OPEN SESSION**

The meeting was called to order at 5:37 p.m.

**PLEDGE OF ALLEGIANCE**

Trustee Green led the pledge of allegiance.

**ORAL COMMUNICATIONS**

Marilyn Mackel said that Trustee Barrow's recusal from all board meeting is troubling. She said that while he can choose not to participate during Board meetings, he can still be present to hear what is going on at the District and BMLK.

Trustee Van Alst said it would be useful to hear the board policy on recusals.

**COMMITTEE REPORTS**

Community School – Trustee Membership Appointment

This item was deferred until the next Board meeting.

**Superintendent Search Process and Brochure**

Ms. Mares said that Trustee Turner has prepared a draft brochure which gives more information on the community, emphasize the need for c cultural competency and a long-term commitment to the District. Board members agreed to make their individual edits to the brochure and hand them to Ms. Mares for consolidation and transmittal to the search firm.

Marilyn Mackel said that as part of its search efforts, the District must acknowledge the current climate as well as the history of the District. The brochure should reflect the fact that Marin City is a historically black community created after the migrations of World War II.

Ms. Mares said that the process in 2016 consisted of putting together a panel of community stakeholders which went on to interview the candidates. Trustees discussed the make-up of the 2016 panel and suggested candidates for this year's search. The Board decided to finalize the details of the process at its March 14 meeting.

**M/s/c Van Alst/Turner to Approve the Superintendent Search Process and Brochure**

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

**Noes: None**

**Absent: Barrow**

**Consider Approval of "Community School Manager" Job Designation on Salary Schedule**

**M/s/c Van Alst/Turner to Approve the "Community School Manager" Job Designation on the Salary Schedule, Including Changing the Listing under the "benefits" Heading**

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

**Noes: None**

**Absent: Barrow**

**CLOSED SESSION**

The Board convened the closed session at 7:00 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 7:13 p.m.

**REPORT OUT OF CLOSED SESSION**

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

**ADJOURNMENT**

**M/s/c Turner/Van Alst to Adjourn at 8:41 p.m.**

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

**Noes: None**

**Absent: Barrow**

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Signature/Date

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Title



**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
March 7, 2019**

**ATTENDANCE**

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

Absent: Joshua Barrow

Interim Superintendent: Terena Mares

The meeting was called to order at 4:34 p.m.

**CLOSED SESSION**

The Board convened the closed session at 4:40 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 1:05 p.m.

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

Trustee Green left the meeting at 5:45 p.m.

**ADJOURNMENT**

M/s/c Turner/Van Alst to Adjourn at 5:58 p.m.

Ayes: Green, Hough, Turner, Van Alst

Noes: None

Absent: Barrow

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
BOARD MEETING MINUTES  
March 14, 2019**

**ATTENDANCE**

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

Absent: Joshua Barrow

Interim Superintendent: Terena Mares

The meeting was called to order at 6:15 p.m.

**CLOSED SESSION**

Due to an unforeseen delay, no closed session was held.

**PLEDGE OF ALLEGIANCE**

Trustee Turner led the pledge of allegiance.

**REORGANIZATION OF AGENDA**

Superintendent Mares asked that Principal Finnane's presentation be moved to the section before the budget.

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

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

**Noes:** None

**Absent:** Barrow

**BOARD COMMUNICATIONS**

Trustee Green said that she attended a Sausalito City Council meeting and heard presentations from Principal Finnane and Head of School Tara Seekins about the great work that is happening at both schools.

Trustees Green and Turner attended the African American Male Achievement Symposium in Oakland. Trustee Tuner said she was impressed by the engagement of the young students in the symposium.

**ACKNOWLEDGMENTS**

**Juliet Simpson – First Grade Classroom Volunteer**

Jennifer Banks thanked Ms. Simpson and said she is devoted, humble, caring, helpful, friendly and thoughtful. She is in the classroom every day with a smile on her face and the students love her. Juliet Simpson said that she taught for 41 years and still loves teaching. The students are wonderful and my biggest wish is that they all succeed, she said. Jennifer Banks presented Ms. Simpson with a group picture of the class.

**ORAL COMMUNICATIONS**

Stephen Myers said that his family has been forced to take legal action to get the necessary intervention for his daughter. He told the Board that for the past three years, his daughter's learning differences have not been addressed and she has been bullied, harassed and forced to stay home from school. In 10 weeks of private tutoring over the last summer, her reading skills improved by five grades. He asked the District to address his concerns.

Glenda Gentry said that she is representing the Center for Excellence, which supports and augments the District's work in the area of the arts. She reported that a three-member team attended a workshop offered by the California Arts Project to learn about the new arts standards which emphasize what students can do rather than what they know.

## **CORRESPONDENCE**

### **Young, Minney & Corr, LLP – Response to Fair Political Practices Commission**

Superintendent Mares said this letter offered an opinion on the current recusal by trustee Barrow based on concerns about the Attorney General matter.

### **Jeff Knowles - Board Responsibility to Charter School**

Ms. Mares said she cannot comment on this because of the pending litigation

## **REPORTS**

### **Superintendent**

Ms. Mares said that she gave an update on the District to the Sausalito City Council. We are in the midst of planning for next year, she told the Board.

### **Facilities**

Wolf Gutscher said the facilities needs analysis at both campuses is underway. The next order of business is changing the cafeteria seating at WCA and the entrance doors at BMLK.

### **Site Leadership**

David Finnane said that he attended the African American Male Achievement Symposium; this renewed his absolute focus on the assets of our kids. The third round of MAP assessments are underway; we will share the results in April, he said. Students continue to make noticeable progress here at BMLK, he told the Board.

### **Willow Creek Academy**

Speaking for Tara Seekins, Kristine Duran said some WCA students went on Outward Bound excursion. Enrollment for 2019-2020 is predicted to be at cap for each classroom.

## **COMMITTEE REPORTS**

### **LCAP/Budget – Trustee Members: Turner, Van Alst**

Trustee Van Alst reported that members met to discuss LCAP Goal 1 and the arts program.

### **Charter Oversight – Trustee Member: Hough**

Trustee Hough said she attended the WCA board meeting and is waiting for counsel to know how to proceed further in the face of the lawsuit.

### **Community School – Current Trustee Members: Green, Hough**

#### **ACTION – Consider Appointment of Trustee Turner to the Community School Committee**

**M/s/c Hough/Van Alst to Approve the Appointment of Trustee Turner to Replace Trustee Hough to the Community School Committee**

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

**Noes: None**

**Absent: Barrow**

**Facilities – Trustee Members: Green, Van Alst**

The committee did not meet in March.

**Collaboration – Trustee Members: Turner, Van Alst**

The committee did not meet in March.

**Policy – Ad Hoc (Expires June 2020) – Trustee Members: Hough, Van Alst**

Members said a meeting is scheduled for next week to review the transfer and admissions policy.

**Superintendent Committees**

Nothing to report

## **DISCUSSION / INFORMATION ITEMS**

**Kidder Mathews Report**

Ms. Mares said the report confirms the distance of trustee Barrow's house from the BMLK campus.

**Online Agenda Platform for the District**

Ms. Mares said the agenda posting process must be updated to facilitate searching documents and complying with the Americans with Disabilities Act requirements. The first option is Agenda Online by CSBA and the other is Board Docs which is more costly but searchable. She showed samples of both products to the audience.

## **CONSENT AGENDA**

**Roll Call M/s/c Van Alst/Turner to Approve the Following Consent Agenda Item:**

**Payment of Warrants – Batches 25-29**

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

**Noes: None**

**Absent: Barrow**

**Sausalito Marin City School District Comprehensive School Safety Plan**

Principal Finnane said this has not been addressed recently. Worked with Mike Grant at MCOE and put together a plan for our school. Modeled after MCOE's plan. Identifies all areas of safety concern for a school. We practice fire and lockdown drills monthly. If we get feedback from staff for adjustments, we will bring it back to the Board for approval.

Mares said this needs constant attention and updating. Balance between being open and inclusive and safe. We have replaced padlocks on gates. We have installed panic bars. Perimeter of campus is now much safer.

**M/s/c Van Alst/Hough to Approve the Sausalito Marin City School District Comprehensive School Safety Plan**

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

**Noes: None**

**Absent: Barrow**

**2018-2019 Second Interim Budget**

Superintendent Mares said the District is working to find cost savings. So far the \$700K deficit has been reduced to \$436K and the ending balance of \$750K shows an improvement of \$250K over the June budget. Our maintenance director is now half time. The school facilities fund has been reduced by \$216K because

basic aid excess payments to WCA have increased significantly. The County has lowered its property tax estimates. We have made positive progress around special education cost sharing with WCA and will bring a report on that to the April meeting.

Ms. Mares said that the District has been served with a WCA lawsuit but hopes to reach a resolution in the near future. She said the District is negotiating with bargaining units, reconfiguring staffing positions and working to make sure that cost efficiencies roll over into subsequent years.

Regan Fulton asked that the District provide equal access to all children and not savage the WCA budget.

Melanie Meharchand shared a video that WCA students had made to show their love and appreciation for their school.

Jeff Knowles said the District has \$8 million in revenue and \$2.9 to \$3.7 million in basic aid excess which is discretionary income. Right now the budget says that none of that goes to WCA. That is why we had to go to litigation - to protect the kids. But we are happy to continue the conversation, he told the Board.

Richard Bohnet said there is no reason for the District to pay facilities costs for WCA and not charge rent for its property. He continued: We are spending too much time on legal issues. A lawsuit does not lead to cooperation; it goes in the opposite direction. It is offensive. I object to it and I hope most of you do too.

Joan Cox asked that the District share its basic aid excess revenues more equitably. WCA is shouldering the burden of many high need students and its funding is being depleted. She said the obvious way to reduce inefficiencies is to merge the schools and possibly merge the District with neighboring districts.

Ellen Franz said she never saw WCA parents at board meetings when BMLK programs were being decimated. She continued: We need counselors, math teachers, science teachers. Harm has been done. Perhaps if there had been public input when the MOU with WCA was approved, we would be in a different place now.

#### **M/s/c Turner/Hough to Approve the 2018-2019 Second Interim Budget**

**Ayes: Green, Hough, Turner**

**Noes: Van Alst**

**Absent: Barrow**

#### **Superintendent Search – Stakeholder Input Process**

Ms. Mares said that the announcement has been posted by the search firm. She said a member of the classified staff would be added to the stakeholder group.

Trustee Van Alst said that she would like all stakeholders to feel that they are being heard. Trustee Turner agreed that this is a vital step in the process.

#### **M/s/c Van Alst/Turner to Approve the Superintendent Search – Stakeholder Input Process**

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

**Noes: None**

**Absent: Barrow**

#### **Low-Performing Students Block Grant (LPSPG) Plan**

Ms. Mares said this is a small grant generated by student assessment data that will help fund purchase of library literature for the TK classroom.

**M/s/c Hough/Van Alst to Approve the Low-Performing Students Block Grant (LPSPG) Plan**

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

**Noes: None**

**Absent: Barrow**

**Shiffler Proposal for Replacement of WCA MPR Tables, Including Demolition. Estimated Installation: Summer 2019**

Wolf Gutscher said that he expects the installation to be completed in June.

**M/s/c Hough/Turner to Approve the of Shiffler Proposal for Replacement of WCA MPR Tables, Including Demolition**

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

**Noes: None**

**Absent: Barrow**

**Hardware Tech Inc. Proposal to Repair Doors at Bayside MLK Jr. Academy**

Wolf Gutscher reported that inferior hardware was used during initial installation of the doors.

**M/s/c Van Alst/Turner to Approve the Hardware Tech Inc. Proposal to Repair Doors at Bayside MLK Jr. Academy**

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

**Noes: None**

**Absent: Barrow**

**Certificated Leave of Absence Request – Jennifer Banks**

**M/s/c Van Alst/Hough to Approve the Certificated Leave of Absence Request – Jennifer Banks**

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

**Noes: None**

**Absent: Barrow**

**ADJOURNMENT**

**M/s/c Van Alst/Turner to Adjourn at 9:07 p.m.**

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

**Noes: None**

**Absent: Barrow**

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Signature/Date

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Title

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
March 25, 2019**

**ATTENDANCE**

Board Members Present: Ida Green, Bonnie Hough, Debra Turner

Absent: Joshua Barrow, Caroline Van Alst

Interim Superintendent: Terena Mares

The meeting was called to order at 6:04 p.m.

**PLEDGE OF ALLEGIANCE**

Trustee Hough led the pledge of allegiance.

**Contract with Dannis, Woliver & Kelley (DWK)**

Superintendent Mares said that coverage for the Willow Creek Academy suit against the District is provided by the Northern California Regional Liability Excess Fund for up to \$100K. As the District needs a depth of experience in charter school law and Proposition 39 litigation in this matter, it would like to hire the services of Sue Ann Salmon-Evans of DWK. Ms. Salmon-Evans's hourly rate exceeds the District's maximum coverage by \$110 per hour. This action will allow the District to cover that difference from its regular legal expenditure budget.

**M/s/c Turner/Hough to Approve the Contract with Dannis, Woliver & Kelley**

**Ayes:** Green, Hough, Turner

**Noes:** None

**Absent:** Barrow, Van Alst

**Proposed Ratification of the Waiver of Actual or Perceived Conflict of Interest by the Lozano Smith Law Firm Regarding the Willow Creek Academy Litigation Matter**

Ms. Mares introduced Sue Ann Salmon-Evans of DWK who said that Edward Sklar of Lozano Smith has represented the District in various legal matters in the past. Mr. Sklar is now representing Marin County Office of Education Superintendent Mary Jane Burke.

Ms. Salmon-Evans said that it is not Mr. Sklar's intention to be adverse to the District during his representation of MCOE, but any concerns should be alleviated with the signing of this waiver.

**M/s/c Turner/Hough to Approve the Proposed Ratification of the Waiver of Actual or Perceived Conflict of Interest by the Lozano Smith Law Firm Regarding the Willow Creek Academy Litigation Matter, subject to the amendment that the waiver would be withdrawn should an adversity arise between the County Superintendent and the District.**

**Ayes:** Green, Hough, Turner

**Noes:** None

**Absent:** Barrow, Van Alst



At 6:20 p.m., the Board convened to closed session.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 10:15 p.m.

**REPORT OUT OF CLOSED SESSION**

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

**ADJOURNMENT**

M/s/c Turner/Hough to Adjourn at 10:16 p.m.

Ayes: Green, Hough, Turner

Noes: None

Absent: Barrow, Van Alst

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Signature/Date

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Title

Sausalito Marin City School District

Agenda Item: 14.03

Date: April 4, 2019

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

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

**Item:** Donations for Classroom Libraries – Leveled Reading

**Background:** Jay Huck, a parent from the Ross School District, contacted administration to inquire about the need for fundraising for Bayside MLK. Specifically, Mr. Huck offered to raise money through his network of friends in support of Bayside MLK classrooms. Administration described a need for providing each classroom with a leveled reading library. Heretofore, only one classroom at BMLK had been provided with a leveled reading library. With the donations from Mr. Huck and his associates, we will be able to outfit every classroom with a library.

**Fiscal Impact:** None

**Recommendation:** Approval

# Proposal

## MARIN FENCE COMPANY

63 LARKSPUR STREET • P.O. BOX 4324 • SAN RAFAEL, CA 94913 • TEL (415) 457-1771 • FAX (415) 457-5067  
License #977667

Attn: Wolf

PROPOSAL SUBMITTED TO

PHONE

DATE

Sausalito School Dist.

( ) -

03/21/19

STREET

JOB NAME

Gate Closer

CITY, STATE AND ZIP CODE

JOB LOCATION

MLK School

We offer to furnish all labor, equipment and material to complete the installation of the following at the above job location:

1. REMOVE GATE.
2. ADD NEW STEEL TO GATE POST AND GATE TO ACCOMODATE NEW CLOSER.
3. ADD NEW LOCINEX MAMMOTH CLOSER .
4. REHANG AND ADJUST GATE.

ALL LABOR CALCULATED AT PREVAILNG WAGE RATE.

Total includes installation and all State and local taxes. Est #70577

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of

Three Thousand Nine Hundred Ninety-Three

dollars (\$ 3,993.00)

Terms —

Net upon Completion

This contract is subject to terms, covenants, and conditions on the reverse side hereof, and is not binding upon MARIN FENCE COMPANY, INC., California, until accepted and approved by an officer of the Company. Materials remain property of MARIN FENCE COMPANY, INC. until paid for.

Authorized  
Signature

Note: This proposal may be  
withdrawn by us if not accepted within Fifteen (15) days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

If paying by VISA or Mastercard, there will be a 3% fee

## **TERMS, COVENANTS and CONDITIONS**

### **FENCELINE**

Exact location of Property and Fence lines to be established and marked by customer. Obstructions which interfere with the fence shall be removed by customer prior to commencing work unless otherwise noted.

### **EXTRAS**

In consideration of the price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by him by stakes or otherwise. The price herein named does not contemplate the encountering rock, swampy conditions, or boulders larger than the hole to be dug; if these conditions are encountered and it is necessary to drill for the setting of the post or to furnish extra large or deep foundations for the posts or to perform any extra labor such as clearing the lines and etc., a charge of such extra material or labor will be made on the basis of cost plus 10%.

### **DELAYS**

Contracts which include erection, are taken on condition that the entire work be erected without interruption. If it is necessary to make more than one trip to complete the erection on account of changes or delays on the part of the Purchaser, an extra charge will be made to cover the additional expense involved.

### **MEASUREMENTS**

Complete measurements of the fence lines and gate openings together with diagram, to be furnished by the Purchaser unless other arrangements are made at the time of signing the contract.

### **CHANGES**

Exact location of Property and Fence lines to be established and marked by customer. Obstructions which interfere with the fence shall be removed by customer prior to commencing work unless otherwise noted.

### **GENERAL**

All agreements are contingent upon strikes, lockouts, riots fires, accidents, acts of God, floods, war, insurrection, embargo restrictions, carrier delays, delay or failure to receive raw material deliveries, or by other causes whether of like or different nature beyond our control.

### **CONTRACT**

Failure to pay one or more of said installments promptly when due (time being of the essence in this transaction) shall, at the option of the holder hereof, immediately mature the entire unpaid balance, with interest recalculated at the highest rate allowable by law in this State and said recalculated amount shall thereafter bear interest at the highest rate allowed by law in this State. If this note is placed in the hands of an attorney for collection, the undersigned agrees to pay in addition to said principal and interest, reasonable attorneys' fees and cost. Further to secure the payment of this contract, the undersigned hereby, jointly and severally, irrevocably, authorize and empower any attorney at law of any Court of record to appear for him, them, or either of them, in any Court, at any time, and confess a judgment without process against him, them, or either of them, in favor of the legal holder, for such sum as may appear to be unpaid, with interest, costs, and reasonable attorneys' fees and to waive and release all errors and consent to immediate execution, hereby ratifying and confirming all that said attorney may do by virtue hereof, and hereby waive all right of appeal from such judgment. The undersigned, including makers, endorsers, guarantors, assignors and sureties join in this contract, jointly and severally, hereby bind themselves, their personal representatives, heirs and successors, and jointly and severally, agree to all extensions and waive presentment for payment, demand, protest and notice of protest for nonpayment of this contract, and hereby waive all homestead or exemption rights and valuation laws and hereby authorize the holder hereof to claim such right and subject the same to the payment of this contract.

State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working if the total price of the job is \$300 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the Government Pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information.

Date: March 28, 2019

To: Sausalito Marin City School District Board Members  
Terena Mares, Superintendent, Sausalito Marin City School District

From: Louis Edney, President, Sausalito District Teachers Association  
Scott Haddad, SDTA Bargaining Team  
Mary Thompson, SDTA Bargaining Team

Re: Contract Negotiations for a Successor Collective Bargaining Agreement

Pursuant to Article 8, Section 3547 of the Education Employment Relations Act (EERA), please consider this to be a formal opening of negotiations between the Sausalito District Teachers Association and the Sausalito Marin City School District. The Sausalito District Teachers Association, like the Sausalito Marin City School District, has a commitment to student success, fiscal responsibility, long-term stability and professionalism. In keeping with these principals, the Association is opening the following articles of the collective bargaining agreement for negotiations:

Article I Agreement/Term

With the intention of negotiating a three year successor agreement.

Article VIII Leaves

With the intention of negotiating improvements to our leave language.

Article XI Transfers

With the intention of adding language to clarify voluntary and involuntary transfers.

Article XIV Salaries

With the intention of improving total compensation for bargaining unit members.

Article XV Certificated Employee Benefits

With the intention of expanding benefits.

Article XVII Work Year

With the intention of potential changes to the use of non-student work days.

Article VIII Leaves

Negotiate changes to language about types of leaves and reasons for leaves.

Article XVI Retirement Options

Negotiate changes to language about retiree health benefits.

Article XX Certificated Employee Rights

With the intention to update the language to reflect recent changes in the law.

Respectfully yours,

Louis Edney,  
Scott Haddad, and  
Mary Thompson

Sausalito Marin City School District

Agenda Item: 15.02

Date: April 4, 2019

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

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

**Item:** Municipal Advisory Services

**Background:** In the past, the District has contracted with Wulff, Hansen & Co. as its municipal advisor. The last contract with Wulff, Hansen & Co. was in 2017-18 when the district sought advice and information related to an early payment of its existing Certificate of Participation debt. Through and because of this previously relationship, Mark Pressman, principal and senior Municipal Advisor with Wulff, Hansen & Co., called the District to alert it to a drop in the District's credit rating by Standards & Poor (S&P). Because of the immediacy of the need to respond, administration entered into a contract with Wulff, Hansen & Co. to enlist their help in restoring the District's credit rating.

Through the process, we learned that S&P emailed the District during the spring of 2018, on three separate occasions. No further attempts to reach the District were made.

Wulff, Hansen & Co. assisted the District in restoring the District's credit rating.

**Fiscal Impact:** \$4,500

**Recommendation:** Approval



# WULFF, HANSEN & CO.

ESTABLISHED 1931

INVESTMENT BANKERS

100 SMITH RANCH ROAD, SUITE 330

SAN RAFAEL, CALIFORNIA 94903

(415) 421-8900

March 14, 2019

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

This is an Agreement (AGREEMENT) between Sausalito Marin City School District (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon by both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

## 1. Scope of Services.

### (a) *Services to be provided.*

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

### (b) *Limitations on Scope of Services*

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind;
- b) Assistance to CLIENT with regard to CLIENT's responsibilities under the federal securities laws and regulations relating to initial or continuing disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934. Such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract unrelated to this Agreement or any Addenda thereto.
- c) Engineering services of any kind;
- d) Special Tax Rate Consulting
- e) Absorption Analysis or the review thereof;

- f) Feasibility Studies or the review thereof
- g) Fiscal Consulting;
- h) Underwriting or placement agent services;
- i) Accounting services;
- j) Advice concerning investment or other use of excess bond proceeds, if any, resulting from an issuance of municipal securities
- k) Advice concerning derivative transactions or other municipal financial products, including but not limited to advice regarding swap transactions or strategies.

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise CLIENT respecting these laws shall not constitute a breach by ADVISOR of any of its duties and responsibilities under this Agreement.

**2. Municipal Advisor's Regulatory Duties When Advising CLIENT.**

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to CLIENT. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, Municipal Advisor will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Municipal Advisor requests that CLIENT provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

**3. Term.**

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **September 30, 2019** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party or as may be mutually agreed by both parties. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

**4. Compensation.**

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

**5. Limitation of Liability.**

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received

from the Internal Revenue Service in connection with any issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.

CLIENT shall indemnify, defend and save Municipal Advisor, its officers, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Municipal Advisor, or on account of the performance or character of the Services or otherwise related to its performance of this Agreement except to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the negligent or willful misconduct of the Municipal Advisor.

Notwithstanding the foregoing, nothing contained in this Section 5 or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**6. Required Disclosures.**

MSRB Rule G-42 requires that Municipal Advisor provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to Municipal Advisor in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because Municipal Advisor is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, Municipal Advisor's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests.

***Other Municipal Advisor or Underwriting Relationships.***

Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the

offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to CLIENT.

***Broker-Dealer and Investment Advisory Business.***

Municipal Advisor is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor that operate separately from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to CLIENT under this Agreement.

***Other Business Relationships***

Municipal Advisor may have existing or future business relationships, unrelated to CLIENT or Municipal Advisor's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. Municipal Advisor's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair Municipal Advisor's ability to fulfill its regulatory duties to CLIENT.

***Secondary Market Transactions in CLIENT's Securities.***

Municipal Advisor, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore Municipal Advisor could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Municipal Advisor or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for Municipal Advisor to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the Municipal Advisor that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Municipal Advisor to CLIENT under this Agreement.

***Other Conflicts of Interest.*** None.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 85 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of Municipal Advisor's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at:

<http://www.wulffhansen.com/publish/disclosureMA.html>

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is July 9, 2015, which change consisted of removal of a previously reported disclosure concerning an investment-related consumer-initiated customer complaint against one of Municipal Advisor's staff which had been abandoned by the customer without resolution for more than 24 months prior to its removal.

(c) **Customer Protections.** Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The latter's website is located at [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is available on that website that describes the protections that may be provided by the MSRB's rules and how a client may file a complaint with an appropriate regulatory authority.

(d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**7. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

**8. Entire Agreement.** This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**9. Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Wulff, Hansen & Co.

By: 

Title: Pres. Rep

Date: 3/14/19

ACKNOWLEDGED: Sausalito Marin City School District

By: 

Title: Interim Supt

Date: 3/14/19



## DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

**Fixed fee.** Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to an Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

## **ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT**

### **Addendum 1**

#### **1. Purpose**

This Addendum 1 to the Municipal Advisory Agreement dated March 14, 2019 between Sausalito Marin City School District(hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### **2. Services**

##### **2.1 Scope of Services**

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

Assist CLIENT in attempting to restore its suspended Standard & Poor's (S&P) credit rating for its outstanding 2015 General Obligation Bonds and 2013 Certificates of Participation. It is Municipal Advisor's expectation that S&P will, in addition to receiving documents and information, require a conversation with the Superintendent or Finance Officer of CLIENT.

Additionally, Municipal Advisor will assist CLIENT in arranging for CLIENT's Continuing Disclosure on the above-referenced issues to be updated to include relevant "Significant Event" reporting. This will require overseeing and coordinating communications among CLIENT, S&P, CLIENT's Continuing Disclosure/ Dissemination Agent and other parties.

CLIENT understands that it is solely responsible for making appropriate staff, information and resources available to Municipal Advisor in order that Municipal Advisor can perform the services described above.

##### **2.2 Limitations on Scope of Services**

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

If S&P determines that a full credit analysis is necessary to restore CLIENT's credit rating, a rating fee may be required. CLIENT understands that such rating fee must be paid directly by CLIENT to S&P and that such fee and any other fees of other third-party consultants (e.g. bond counsel, dissemination agent, continuing disclosure Agent) required to complete Municipal Advisor's services are to be paid by CLIENT and are not the responsibility of Municipal Advisor.

#### **3. Termination**

The provisions of this Addendum 1 shall terminate and thereafter be null and void upon the earlier of completion of Services described in Section 2.1 or September 30, 2019, whichever occurs first..This Addendum 1 may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

#### **4. Fees**

With regard to Services to be provided by Municipal Adviser under this Addendum 1, Municipal Advisor shall be compensated as follows:

The initial fee estimate for Services described in Section 2.1 is \$4,500. This fee does not include and is unrelated to any third party charges payable by CLIENT as discussed in Section 2.2 above. If more time and work is required than initially estimated, an additional fee will be charged as mutually agreed upon in writing by both CLIENT and Municipal Advisor. The initial fee and any additional fee (if necessary) will be due and payable upon CLIENT's rating information being provided to S&P and updated Continuing Disclosure information being available for posting to EMMA. Municipal Advisor's fee is not conditioned on CLIENT's obtaining of a particular rating, or of any



rating, from Standard & Poor's.

#### 5. Conflicts of Interest

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 1 other than those previously disclosed to CLIENT in connection with the Agreement.

Approved:  
Sausalito Marin City School District

/s/

TERENA MARES

Print Name and Title

Date:

3/14/19

Approved:  
Wulff, Hansen & Co.

/s/

Chris Charles, President

Date:

3-14-19

## Sausalito Marin City School District

Agenda Item: 15.03

Date: April 4, 2019

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

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

**Item:** Online Agenda Platform

**Background:** The district currently uses a manual method of creating, displaying and archiving its board agendas. The current method of creating agenda packets is both labor intensive and does not allow for searchable documents. Individual documents must be manually scanned and then joined to other documents. This current process loses quality and distinguishing characteristics. Currently, board packets are one continuous document and navigation during board meetings is cumbersome.

Administration recommends changing to an online agenda system. During the February 14 Board meeting, the Board directed Administration to bring back for action its recommended online platform. Board Docs, a privately owned and operated by Emerald Data Solutions is administration's recommendation. Below is a highlight of Board Doc's features.

### Board Docs

Used by school districts throughout the country, as well as some districts in Marin County. Includes Board Templates plus Committee Template management. Allows for multiple submitters, workflow routes. Provides Metasearch feature. A representative from Board Docs will be available to provide a presentation and to answer questions from the Board.

- \$6,500 Annual

### Fiscal Impact:

\$6,500 in additional annual costs. Annual staff time savings estimated at \$2,500, based upon an average of 18 board meetings each year, two-three hours each meeting @ \$56/hour (salary + benefits).

**Recommendation:** Approval

**BoardDocs**  
**End User Agreement**  
**Part I: Order Form**

Emerald Data Solutions, Inc. ("Emerald"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

**1. General Information.**

<b>PROJECT INFORMATION</b>		<b>SALES INFORMATION</b>	
Billing Agent: NONE/EDS		Sales Rep Phone: 551-204-2773	
Sales Rep Name: Jacob Pitchkhadze		Sales Rep E-Mail: jpitchkhadze@boarddocs.com	
<b>CUSTOMER INFORMATION</b>			
Organization Name: Sausalito Marin City School District			
Address: 200 PHILLIPS DRIVE			
City: SAUSALITO (MARIN CITY)		State: CA	Zip: 94965

**2. Charges.** For each BoardDocs site (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input type="checkbox"/>	NRC (Non-Recurring Charge)	
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	
<input checked="" type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$6,500.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	

**3. Term.** The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

**CUSTOMER**

**EMERALD DATA SOLUTIONS, INC.**

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

## Part II: Additional Terms and Conditions

**4. Provision of the Service.** Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Emerald's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Emerald will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Emerald will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

**5. Payment.** Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Emerald with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Emerald are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

**6. Termination.** This Agreement is effective for the Term described in Section 3. Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "**Customer Caused Termination or Suspension**"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Emerald; or (b) any material breach of this Agreement by Emerald. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald "**Intellectual Property**" and/or "**Marks**" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property or Marks.

**7. Use of the Service.** Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "**Users**") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless expressly permitted in writing by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

**8. Customer Content and Data.** Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "**Content**"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Emerald will export the data from the Service database in its native format at no charge to Customer. If Customer desires Emerald to convert the data into any other format other than its native format, Customer shall pay Emerald two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

**9. Acceptable Use.** All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

**10. Ownership and Intellectual Property.** "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

**11. Disclaimer.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND EMERALD DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD WILL BE UNINTERRUPTED OR ERROR-FREE.

**12. Limitations of Liability.** NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY EMERALD FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

**13. Confidentiality.** A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and



remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

#### 14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "**Events of Force Majeure**").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.