



COLD SPRING SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

MONDAY, AUGUST 14, 2017
5:00 PM

COLD SPRING SCHOOL AUDITORIUM
2243 SYCAMORE CANYON RD, SANTA BARBARA, CA, 93108

Welcome to the meeting of the Cold Spring School District Board of Trustees.

Public Comments – Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

Persons wishing to address the Board must turn in a Request to Address the Board form prior to the agenda item or prior to the Public Comments period if the item is not on the agenda.

During the Public Comments agenda item (Item 8), members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)

Members of the public may address the Board on any item on the agenda either before or during the Board's consideration of the item. A Request to Address the Board must be turned in prior to the agenda item.

Individual speakers shall be allowed three (3) minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes.

Accessibility – In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in disability-related alternative format, please contact the [Superintendent/Principal's Office](#).

Reports/Attachments – Members of the public may request a copy of the agenda, or a copy of the documents constituting the agenda packet, of any meeting of the Board of Trustees. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with the meeting in appropriate alternative formats for persons with a disability.

Cell Phones / Electronic Devices – As a courtesy to all meeting attendees, please set cell phones and electronic devices to silent mode and engage in conversations outside the meeting room.

**COLD SPRING SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING**

AGENDA

**MONDAY, AUGUST 14, 2017
5:00 PM**

**COLD SPRING SCHOOL AUDITORIUM
2243 Sycamore Canyon Rd, Santa Barbara, CA, 93108**

REGULAR SESSION / CALL TO ORDER

1. CALL TO ORDER 5:00 PM

2. APPROVAL OF THE AGENDA

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

3. CLOSED SESSION

3.A. The Board will hear an appeal from parents regarding an inter-district transfer denial (Board Administrative Regulation 5117 (a))

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

3.B. Pursuant to Section 54957
Public Employee Discipline/Dismissal/Release

4. PLEDGE OF ALLEGIANCE

5. ANNOUNCEMENT OF CLOSED SESSION ACTION

6. COLD SPRING SCHOOL MISSION STATEMENT

The mission of Cold Spring School is to provide a quality educational program in a secure family atmosphere, which fosters a balance of academic achievement, healthy personal development, social and environmental responsibility, and enthusiasm for lifelong learning.

Teachers, staff, parents, and the community will work together to create a school environment in which cooperative problem-solving, creativity, and innovative thinking are encouraged, and the unique potential of each individual student and employee is valued and nurtured.

7. APPROVAL OF MINUTES ITEM 7A-7B

7.A. Approval of Minutes of the July 15, 2017 Board Meeting, Special Session

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

7.B. Approval of Minutes of the July 24, 2017 Board Meeting, Special Session
[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

8. RECOGNITIONS, RECEIPT OF GIFTS, ACKNOWLEDGEMENTS, AND ACCEPTANCES

8.A. Acceptance of the Donation of Office Furniture from Sotheby's International Realty
Estimated Value: \$5,000

9. PUBLIC COMMENTS

During this time, the Board President may acknowledge requests to speak on a topic not on the agenda. Persons wishing to address the Board should make a written request prior to this agenda item.

10. BOARD COMMENTS – COMMUNICATION/CORRESPONDENCE

Individual Board Members may share information or correspondence with the Board, staff and the public.

11. CONSENT AGENDA ITEMS 11A – 11C

The following items are routine and may be enacted by approval of a single motion. There will be no separate discussion of these items. Any item may be removed from the Consent Agenda upon request of a Board member.

Recommended that the board approve the following items as presented:

11.A. FINANCE REPORTS:

1. Warrants (attachment)
2. Regular payroll, July 2017: \$65,474.27
3. Other financial items

11.B. Approval and/or Ratification of Applications for Use of School Facilities, (3total)

To approve:

- Eric Greenspan, AYSO Soccer
- Brian Jordan, South Coast Karate
- Holly Covington, After School Spanish

11.C. Personnel Action:

- One Classified Resignation
- Three Classified Assignment

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

12. SUPERINTENDENT REPORT..... ITEMS 12A – 12E

12.A. Monthly Enrollment Report

12.B. Beautification Day

12.C. Opening of School Time

12.D. Community Outreach

12.E. Professional Learning Plan

13. BUSINESS AND FINANCE.....ITEMS 13A – 13B

13.A. Notice of Completion from Action Roofing

13.B. Approval of the Safety Incentive Program

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14. ACTION AGENDA.....ITEMS 14A – 14I

14.A. Approval of Donation for Professional Development from Cold Spring School Foundation

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.B. Approval of Contract with Just Communities Central

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.C. Approval of Contract with Literacy Partners

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.D. Approval of Contract with Santa Barbara County Education Office Curriculum and Instruction Division Work Plan

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.E. Approval of Contract with Amplify

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.F. Approval of Authorized Signature Forms

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.G. Approval of Resolution 2017-18/2 Delegation of Governing Board Powers/Duties Authority to Make Cash and Budget Transfers

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.H. Approval of Kinderlime, Childcare Payment Software

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

14.I. Approval of Board Policies Second Reading:

- BP 1312.3 Revised Uniform Complaint Procedures
- AR 1312.3 Revised Uniform Complaint Procedures
- BP 1340 Revised Access to District Records
- BP 2121 Revised Superintendent/Principal Contract
- AR 3580 Revised District Records
- AR 5145.3 New Non Discrimination
- BP 6142.93 Revised Science Instruction
- BP 7214 Revised General Obligation Bond
- BB 9012 Revised Board Member Electronic Communications

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

15. CONFERENCE AGENDA

Conference items may recognize people and programs, provide reports, request operational actions, discuss proposals, or make recommendations. The Board may comment, provide direction or take action on these items. Generally, items requiring action will be placed on a following agenda.

16. SUGGESTED BOARD AGENDA ITEMS FOR THE SEPTEMBER 11, REGULAR MEETING

- Specialist Presentation – Technology
- Unaudited Actuals
- Sufficiency of Textbooks
- CAASPP Results
- Integrated Pest Management Plan review
- Update on Science Program
- Chromebooks

17. BOARD GOVERNANCE

17.A. Evaluation of Meeting

18. ADJOURNMENT

[Motion: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
Abstain: _____]

Date of Next Regular Board Meeting: September 11, 2017



**COLD SPRING SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING / SPECIAL SESSION**

MINUTES

**SATURDAY, JULY 15, 2017
10:00 AM**

**COLD SPRING SCHOOL LIBRARY
2243 SYCAMORE CANYON ROAD, SANTA BARBARA, CA, 93108**

ATTENDANCE / BOARD

Jennifer Miller
Kim Ferrarin
Kathy Davidson

ADMINISTRATION / STAFF

Dr. Amy Alzina, Superintendent/Principal
Jeff Chancer, Transition Facilitator
Stephanie Carey, Teacher
Jean Gradias, Teacher

PUBLIC: Ben Johnson, Tom Jacobson

1. Call to Order 10:00 AM
The meeting was called to order at 10:05 AM.

2. Pledge of Allegiance

President Miller led the Pledge of Allegiance.

3. Approval of Agenda

The Agenda was approved with changes made to Item 5.D.

[Motion: Miller Second: Ferrarin Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

4. Public Comments

There were none to report.

5. ACTION

5.A. Approval of Authorized Signature Forms

[Motion: Ferrarin Second: Davidson Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

5.B. Approval of Resolution 2017-18/1 Delegation of Governing Board Powers/Duties
Authority to Make Cash and Budget Transfers

[Motion: Miller Second: Davidson Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

5.C. Consider Change Orders 1, 2, & 3, to Contract with Action Roofing Project on
Classrooms 4 & 5, Kitchen, Boy's Restroom and Small Adjacent Area Next to Auditorium

[Motion: Ferrarin Second: Miller Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

5.D. Approval of the Contract for Professional Consulting Services

There was a correction to the date presented: the date changed from July 24, 2017 to July 15, 2017.

[Motion: Davidson Second: Ferrarin Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

5.E. Approval of Personnel Item:

- One Full Time Business Manager (1.0 FTE)

[Motion: Miller Second: Ferrarin Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

6. GOAL SETTING WITH THE BOARD OF TRUSTEES AND SUPERINTENDENT/PRINCIPAL ALZINA

The Board met with Superintendent/Principal Alzina, to discuss and agree upon her goals as the administrator for the 2017-2018 school year. They chose three areas for Dr. Alzina to focus her attentions during the coming year: Communication, Staff Development, and Budget. Dr. Alzina will further elaborate and refine these objectives and measures, with the final document to be reviewed and approved at an upcoming Board meeting.

7. ADJOURNMENT

[Motion: Ferrarin Second: Davidson Ayes: 3 Noes: 0 Absent: 2
Abstain: 0]

The meeting was adjourned at 1:05 PM.

Kimberly Ferrarin, Board Clerk

Date



**COLD SPRING SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING / SPECIAL SESSION**

MINUTES

**MONDAY, JULY 24, 2017
5:00 PM**

**COLD SPRING SCHOOL AUDITORIUM
2243 SYCAMORE CANYON ROAD, SANTA BARBARA, CA, 93108**

ATTENDANCE / BOARD

Jennifer Miller
Gregg Peterson
Kim Ferrarin
Kathy Davidson
Leslie Kneafsey

ADMINISTRATION / STAFF

Dr. Amy Alzina, Superintendent/Principal
Coral Godlis, Executive Assistant
Jeff Chancer, Transition Facilitator
Mary Jarvis, Interim CBO
Conny Santa Cruz, Business Manager
Linda Edwards, Teacher
Jean Gradias, Teacher
Mari Callahan, Teacher

PUBLIC: Dorothy Poley, Julie Avnit

1. Call to Order 5:00 PM
The meeting was called to order at 5:05 PM.

2. APPROVAL OF THE AGENDA

The Agenda was approved as amended.

[Motion: Miller Second: Ferrarin Ayes: 5 Noes: 0 Absent: 0
Abstain: 0]

The Board adjourned to Closed Session at 5:08 PM.

3. CLOSED SESSION

3.A. The Board heard an appeal from parents regarding an inter-district transfer denial
(Board Administrative Regulation 5117 (a))

3.B. Pursuant to Section 54956.9(d)(2)
Conference with Legal Counsel--Anticipated Litigation
(One Potential Case –Section 54956.9(e)(1))

3.C. Pursuant to Section 54957
Public Employee Discipline/Dismissal/Release

The Board reconvened Open Session at 6:20 PM.

4. PLEDGE OF ALLEGIANCE

President Miller led the Pledge of Allegiance.

5. ANNOUNCEMENT OF CLOSED SESSION ACTION

3.A. The Board heard an appeal from parents regarding an inter-district transfer denial (Board Administrative Regulation 5117 (a))

[Motion: Peterson Second: Miller Ayes: 5 Noes: 0 Absent: 0
Abstain: 0]

3.B. Pursuant to Section 54956.9(d)(2)
Conference with Legal Counsel--Anticipated Litigation
(One Potential Case –Section 54956.9(e)(1))

There was no action to report on this item.

3.C. Pursuant to Section 54957
Public Employee Discipline/Dismissal/Release

There was no action to report on this item.

10.D. Introduction of New Business Manager

This item was moved from the Superintendent Report.

Dr. Alzina introduced and welcomed Dr. Maria (Conny) Santa Cruz, the new Business Manager for Cold Spring School District.

6. APPROVAL OF MINUTES.....**Item 6A-6B**

6.A. June 12, 2017 Regular Session

[Motion: Peterson Second: Miller Ayes: 5 Noes: 0 Absent: 0
Abstain: 0]

6.B. June 29, 2017 Special Session

The Board approved the Minutes with amendments.

[Motion: Miller Second: Kneafsey Ayes: 5 Noes: 0 Absent: 0
Abstain: 0]

7. COLD SPRING SCHOOL MISSION STATEMENT

President Miller called upon Jeff Chancer, Transition Facilitator, to read aloud the Cold Spring School Mission Statement.

8. PUBLIC COMMENTS

There were none to report.

Board Comments/Correspondence: Ms. Davidson received communication from a local real estate agent regarding the “look” of Cold Spring School. She would like the school to work on enhancing its presentation.

9. CONSENT AGENDA**ITEMS 9A – 9B**

The following items are routine and may be enacted by approval of a single motion. There will be no separate discussion of these items. Any item may be removed from the Consent Agenda upon request of a Board member.

Recommended that the board approve the following items as presented:

9.A. FINANCE REPORTS:

1. Warrants (attachment)
2. Regular payroll, June 2017: \$326,678.05
3. Other financial items

9.B. Approval and/or Ratification of Applications for Use of School Facilities, (2 total)

To approve:

- Jill Remy, Mazess Rocha Wedding Parking
- Angela D'Amour, AYSO Soccer

[Motion: Peterson Second: Kneafsey Ayes: 5 Noes: 0 Absent: 0 Abstain: 0]

10. SUPERINTENDENT REPORT.....ITEM 10A – 10E

Dr. Alzina thanked teachers, office staff, and Mr. Chancer for a smooth transition into the school district.

10.A. Monthly Enrollment Report

Currently, there are 164 students enrolled at Cold Spring School. Fifth grade is the largest class with 26 students currently enrolled.

10.B. Cold Spring School Beautification Day

Beautification day is set for Saturday, August 12, 9:00 am to 12:00 pm.

10.C. Update of Summer Facilities Project

The roofing project will be completed July 28.

10.D. Introduction of New Business Manager

This item was moved earlier in the Agenda (after Closed Session announcements).

10.E. Scheduling of the Special Board Meeting for Facilities Upgrade

A Special Session Board meeting regarding facilities was tentatively scheduled for Friday, August 11 at 9:00 am.

11. BUSINESS AND FINANCE.....ITEMS 11A – 11B

11.A. Prop 39 Clean Energy Jobs Act Progress Report, Update by Julie Avnit

- The funds have arrived from the first set of applications that were submitted.
- Mr. Rada, Maintenance/Operations Supervisor, is working with Ms. Avnit to plan a schedule to complete projects.
- Deadline to submit applications was extended to January 2018.

- Ms. Avnit will give a progress update at the September 11, Regular Board meeting.

11.B. Public Report of District Budget Adjustments Resulting from State Budget Act

- The district will receive a one time mandated cost reimbursement from the State of \$147.00 per ADA of unrestricted funds, approximately \$25,000 total.
- The district is required to come to an agreement with the certificated union on how it plans to provide access to new employee information.
- The deadline to submit plans for the Proposition 39 Energy Efficiency Act has been extended to January 12, 2018 and contracting for plans deadline has been extended to June 2019.

12. ACTION AGENDA.....ITEMS 12A

12.A. Approval of Allocation of Additional Resources for Fifth Grade: Additional Instructional Assistant Hours (1.75 hours and 3.75 hour)

[Motion: Miller Second: Kneafsey Ayes: 5 Noes: 0 Absent: 0 Abstain: 0]

13. CONFERENCE AGENDAITEMS 13A – 13B

13.A. Board Policy Update First Reading

- BP 1312.3 Revised Uniform Complaint Procedures
- AR 1312.3 Revised Uniform Complaint Procedures
- BP 1340 Revised Access to District Records
- BP 2121 Revised Superintendent/Principal Contract
- AR 3580 Revised District Records
- AR 5145.3 New Non Discrimination
- BP 6142.93 Revised Science Instruction
- BP 7214 Revised General Obligation Bond
- BB 9012 Revised Board Member Electronic Communications

These policies will be presented to the Board at the August 14 Regular meeting for action.

14. SUGGESTED BOARD AGENDA ITEMS FOR THE AUGUST 14, REGULAR MEETING

- School Psychologist Presentation
- Chromebooks
- Deferred Maintenance
- Opening of School Timeline

15. BOARD GOVERNANCE

15.A. Evaluation of Meeting

16. ADJOURNMENT

[Motion: Peterson Second: Kneafsey Ayes: 5 Noes: 0 Absent:
0 Abstain: 0]

The meeting was adjourned at 8:08 PM.

Kimberly Ferrarin, Board Clerk

Date

ReqPay05a

Payment Register

Scheduled 07/14/2017

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			123 Office Solution (000362/1) 12523 Limonite Avenue #440-356 Eastvale, CA 91752							
FP	2017/18	07/10/17	R18-00015	Copy Paper	INV03791	07/14/17	Submitted	2,241.20		2,241.20
			2018 01- 0000- 0- 0000- 2700- 4300- 000- 0000- 0000							
			Check #		BatchId		Check Date	PO# PO18-00015	Register #	
								Total Invoice Amount		2,241.20
AP Vendor			Apple, Inc. (000382/1) P.O. Box 846095 DALLAS, TX 75284-6095							
FP	2017/18	07/05/17	R18-00014	Computer for Amy Alzina Superintendent Principal	4445747938	07/14/17	Submitted	2,052.17		2,052.17
			2018 01- 0000- 0- 0000- 2700- 4400- 000- 0000- 0000							
			Check #		BatchId		Check Date	PO# PO18-00014	Register #	
								Total Invoice Amount		2,052.17
Direct Vendor			Bay Alarm Company (000015/1) PO BOX 7137 San Francisco, CA 94120-7137							
	2017/18	06/15/17		Monitoring Fee	14095843	07/14/17	Submitted	108.00		108.00
			2018 01- 0000- 0- 0000- 8400- 5630- 000- 0000- 0000							
								Total Invoice Amount		108.00
Direct Vendor			Cox Communication-Org (000357/1) PO BOX 79172 Phoenix, AZ 85062-9172							
	2017/18	07/08/17		Telephone and Internet	DP18-00003	07/14/17	Submitted	433.00		433.00
			2018 01- 0000- 0- 0000- 8200- 5910- 000- 0000- 0000							
								Total Invoice Amount		433.00
Direct Vendor			Hr Direct (000108/1) PO BOX 451179 Sunrise, FL 33345-1179							
	2017/18	07/10/17		POSTER GUARD 17/18	INV5497740	07/14/17	Submitted	80.80		80.80
			2018 01- 0000- 0- 1110- 1000- 4310- 000- 0000- 0000							

Selection Sorted by AP Check Order Option, Filtered by (Org = 6, Payment Type = , On Hold? = Y, Starting Create Date = 7/14/2017, Ending Create Date = 7/14/2017, Page Break by Check? = N, Zero? = Y)

ESCAPE ONLINE
Page 1 of 3

ReqPay05a

Payment Register

Scheduled 07/14/2017

Bank Account COUNTY - County-AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor	Hr Direct (000108/1)	(continued)								
2017/18	07/10/17		POSTER GUARD 17/18	INV5497740 (continued)	07/14/17	Submitted		(continued)		
								Total Invoice Amount	80.80	
Direct Vendor	Marborg Industries (000003/1) P. O. Box 4127 Santa Barbara, CA 93140									
2017/18	06/30/17		Waste Services 2018 01- 0000- 0- 0000- 8200- 5570- 000- 0000- 0000	4077309	07/14/17	Submitted		865.03		865.03
								Total Invoice Amount	865.03	
Direct Vendor	Southern Ca Edison Company (000016/1) P. O. Box 300 Rosemead, CA 91772-0001									
2017/18	07/12/17		Electricity Bill 2018 01- 0000- 0- 0000- 8200- 5520- 000- 0000- 0000	DP18-00004	07/14/17	Submitted		1,338.22		1,338.22
								Total Invoice Amount	1,338.22	
Direct Vendor	State Board Of Equalization (000763/1) PO BOX 942879 Sacramento, CA 94279-0001									
2017/18	07/12/17		Sales Tax 07/01/16 - 06/30/17 2018 01- 0000- 0- - 9520- - -	30656920	07/14/17	Submitted		514.00		514.00
								Total Invoice Amount	514.00	
AP Vendor	Tri-Valley Trophies (000286/1) 330 South Kellogg Avenue Goleta, CA 93117									
FP	2017/18	07/05/17	R18-00011 Desk and Door Nameplate Dr Alzina 2018 01- 0000- 0- 0000- 2700- 4400- 000- 0000- 0000	17111	07/14/17	Submitted		59.53		59.53
	Check #			BatchId		Check Date	PO#	PO18-00011	Register #	
								Total Invoice Amount	59.53	

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	7,691.95	128,489.94	120,797.99

Selection Sorted by AP Check Order Option, Filtered by (Org = 6, Payment Type = , On Hold? = Y, Starting Create Date = 7/14/2017, Ending Create Date = 7/14/2017, Page Break by Check? = N, Zero? = Y)

ESCAPE ONLINE
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Scheduled 07/14/2017

Bank Account COUNTY - County-AP

Number of Payments	9
Number of Checks	9
Total Check Amount	\$7,691.95
Total Unpaid Sales Tax	\$0.00
Total Expense Amount	\$7,691.95

CHECK AMOUNT DISTRIBUTION COUNTS

\$0 - \$99	2
\$100 - \$499	2
\$500 - \$999	2
\$1,000 - \$4,999	3
\$5,000 - \$9,999	
\$10,000 - \$14,999	
\$15,000 - \$99,999	
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

******* ITEMS OF INTEREST *******

* Number of payments to a different vendor

! Number of Prepaid payments

@ Number of Liability payments

? denotes check name different than payment name

FP denotes Final Payment

Report Totals - Number of Payments 9 Number of Checks 9 Total Check Amount 7,691.95

Selection Sorted by AP Check Order Option, Filtered by (Org = 6, Payment Type = , On Hold? = Y, Starting Create Date = 7/14/2017, Ending Create Date = 7/14/2017, Page Break by Check? = N, Zero? = Y)

ESCAPE ONLINE
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ReqPay04a

Check Register

Register 000111 - 08/02/2017

Bank Account COUNTY - County-AP

Number	Amount Status	Fund	Cancel Register Id	Payee
01-477924	313.00 Printed	01		Amy Alzina (000146 - Emp)
01-477925	3,198.79 Printed	01		Jeffrey Chancer (000144 - Emp)
01-477926	324.42 Printed	01		Sara Disalvo (000022 - Emp)
01-477927	45.00 Printed	01		Coral L. Godlis (000086 - Emp)
01-477928	43.80 Printed	01		Mary Jarvis (000143 - Emp)
01-477929	212.57 Printed	01		Augustine Rada (000140 - Emp)
01-477930	57.00 Printed	01		Maria Santa Cruz (000147 - Emp)

4,194.58

Number of Items

7 Totals for Register 000111

2018 FUND-OBJ Expense Summary / Register 000111

01-4300	256.37
01-5220	3,607.42
01-5600	228.79
01-5840	45.00
01-5860	57.00
01-9110*	4,194.58-
Totals for Register 000111	4,194.58
	4,194.58-

* denotes System Generated entry

Net Change to Cash 9110

4,194.58- Credit

Selection Sorted by Check Number, Include Address:No, Filtered by (Starting Check Number = 01-477924, Ending Check Number = 01-478018, Summary?
 = Y, Sort/Group 1 = 1, Sort/Group 2 =)

ESCAPE ONLINE
 Page 1 of 2



Pay Date 07/31/2017

Fiscal Year 2017/18

EARNINGS by Earnings Code		Income	Adjustments	TAXES	Employee	Employer	Total	Subject Grosses
No Gross Pay			2.00	Federal Withholding	6,648.19		6,648.19	46,751.32
Regular	49,826.97			State Withholding	2,036.31		2,036.31	46,751.32
				Social Security	1,700.84	1,700.84	3,401.68	27,432.81
				Medicare	719.13	719.13	1,438.26	49,594.12
				SUI		24.79	24.79	49,594.12
				Workers' Comp		523.21	523.21	49,594.12
TOTAL	49,826.97		2.00	SUBTOTAL	11,104.47	2,967.97	14,072.44	
EARNINGS by Group		Income	Adjustments	REDUCTIONS	Employee	Employer	Total	Subject Grosses
Base Pay	41,634.73			PERS	749.42	1,662.75	2,412.17	10,706.09
Miscellaneous	5,973.46		2.00	PERS / 62	665.10	1,589.18	2,254.28	10,232.31
Overtime	2,218.78			STRS / 60	1,428.28	2,010.75	3,439.03	13,934.48
TOTAL	49,826.97		2.00	Benefits	232.85	444.65	677.50	
EARNINGS	Person Type			SUBTOTAL	3,075.65	5,707.33	8,782.98	
Certificated	3	13,934.48	3	Benefits		6,972.00	6,972.00	
Classified	9	35,892.49	3	SUBTOTAL	6,972.00	6,972.00		
TOTAL	12	49,826.97	6	TOTALS	14,180.12	15,647.30	29,827.42	

Vendor Summary for Pay Date 07/31/2017

Vendor Checks
 Vendor Liabilities

Cancel/Reissue for Process Date 07/31/2017

Reissued
 Cancel Checks
 Void ACH

BALANCING DATA

NET

Gross Earnings	49,826.97	35,646.85 Net Pay
District Liability	15,647.30	14,180.12 Deductions
	65,474.27	15,647.30 Contributions
		65,474.27

Direct Deposits	20,255.43	6
Checks	15,391.42	6
Partial Net ACH		
Negative Net		
Check Holds		
Zero Net		
TOTAL	35,646.85	12

Cold Spring Elementary School District
2243 Sycamore Canyon Road • Santa Barbara, CA 93108 • Phone (805) 969-2678 • Fax (805) 969-0787

Application and Agreement for Community Use of School Facilities and Grounds

Event or Activity Information

Single Event:

Date requested: _____

Exact Hours of Use: _____

Note: School-connected organizations must apply by the deadline in order to receive priority scheduling. After the deadline, space is first come first serve.

OR

Recurring Event:

If you need to use school facilities on a regular basis, you must apply on a quarterly schedule:

- Fall Quarter (Sept-Dec) Deadline: July 31
- Winter Quarter (Jan-Mar) Deadline: Dec. 1 Spring
- Quarter (April-Mid June) Deadline: Mar. 2
- Summer Quarter (Mid June -Aug) Deadline: June 4

Start Date: 8/16 End Date: Not avail yet
Days of Week: Weds Exact Time of Day: 4:15

What Facility do you need? (Check all that apply)

- Auditorium Classroom Playground Basketball Court Kitchen
 Library Field Baseball Field Parking Lot Bathrooms

Applicant Information

Group Name: AYSO "The Ignite" Contact Name: Eric Greenspan
Address: 595 Paso Robles Road City & Zip: Montecito 93108
Phone: 8052527779 Email: ericgreenspan@gmail.com
Number of Participants: 12 Purpose: Soccer practice

Is the activity open to the general public? Yes No

Is Applicant a non-profit organization? Yes No

Does your organization plan to charge an admission fee, collection of solicitation of funds? Yes No

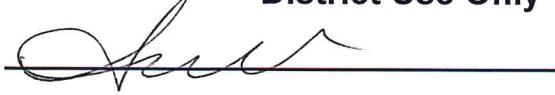
I hereby certify that I have reviewed the *Use of School Facilities or Grounds Rules and Regulations* and shall be personally responsible, on behalf of our organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment out of the occupancy of said premises by our organization.

Applicant Signature:  Print: Eric Greenspan

Date of Application: July 26, 2017

This Application is not a valid permit until signed below.

District Use Only

Administrator Approval:  Date: 8/9/17

Fee Determination: Direct-Cost Fair Rental Total Due: \$ 0
Certificate of Insurance: Verified & Attached

Calendar check Maintenance Director Preliminary Approval Board Approval

Cold Spring Elementary School District
2243 Sycamore Canyon Road • Santa Barbara, CA 93108 • Phone (805) 969-2678 • Fax (805) 969-0787

Application and Agreement for Community Use of School Facilities and Grounds

Event or Activity Information

Single Event:

Date requested: _____

Exact Hours of Use: _____

Note: School-connected organizations must apply by the deadline in order to receive priority scheduling. After the deadline, space is first come first serve.

OR

Recurring Event:

If you need to use school facilities on a regular basis, you must apply on a quarterly schedule:

- Fall Quarter (Sept-Dec) Deadline: Aug. 17
- Winter Quarter (Jan-Mar) Deadline: Dec. 1
- Spring Quarter (April-Mid June) Deadline: Mar. 2
- Summer Quarter (Mid June -Aug) Deadline: June 4

Start Date: 9/18 or 9/20 End Date: 11/15
Days of Week: M,W Exact Time of Day: M: 2:40 - 4:10
W: 1:55 - 3:25

What Facility do you need? (Check all that apply)

- Auditorium
- Classroom
- Playground
- Basketball Court
- Kitchen
- Library
- Field
- Baseball Field
- Parking Lot
- Bathrooms

Applicant Information

Group Name: After School Spanish

Contact Name: Holly Covington

Address: 1116 Westmont Rd

City & Zip: Santa Barbara, CA 93108

Phone: 805/969-2487

Email: hcovington@westmont.edu

Number of Participants: min 8/ max 15 per class

Purpose: Spanish Class / After School Enrichment

Is the activity open to the general public? Yes No

Is Applicant a non-profit organization? Yes No

Does your organization plan to charge an admission fee, collection of solicitation of funds? Yes No

I hereby certify that I have reviewed the *Use of School Facilities or Grounds Rules and Regulations* and shall be personally responsible, on behalf of our organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment out of the occupancy of said premises by our organization.

Applicant Signature: Holly Covington

Print: Holly Covington

Date of Application: 8-3-17

This Application is not a valid permit until signed below.

District Use Only

Administrator Approval: [Signature]

Date: 8/9/17

Fee Determination: Direct-Cost Fair Rental

Total Due: \$ 0

Certificate of Insurance: Verified & Attached



Calendar check

Maintenance Director

Preliminary Approval

Board Approval

Cold Spring Elementary School District
2243 Sycamore Canyon Road • Santa Barbara, CA 93108 • Phone (805) 969-2678 • Fax (805) 969-0787

Application and Agreement for Community Use of School Facilities and Grounds

Event or Activity Information

Single Event:

Date requested: _____

Exact Hours of Use: _____

Note: School-connected organizations must apply by the deadline in order to receive priority scheduling. After the deadline, space is first come first serve.

OR

Recurring Event:

If you need to use school facilities on a regular basis, you must apply on a quarterly schedule:

- Fall Quarter (Sept-Dec) Deadline: Aug. 17
- Winter Quarter (Jan-Mar) Deadline: Dec. 1
- Spring Quarter (April-Mid June) Deadline: Mar. 2
- Summer Quarter (Mid June - Aug) Deadline: June 4

Start Date: 08/21/17 End Date: 06/07/2018
Days of Week: Tuesdays Exact Time of Day: 2:45 - 4:10

** Dates subject to afterschool schedule*

What Facility do you need? (Check all that apply)

- | | | | | |
|--|------------------------------------|---|---|------------------------------------|
| <input checked="" type="checkbox"/> Auditorium | <input type="checkbox"/> Classroom | <input type="checkbox"/> Playground | <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Kitchen |
| <input type="checkbox"/> Library | <input type="checkbox"/> Field | <input type="checkbox"/> Baseball Field | <input type="checkbox"/> Parking Lot | <input type="checkbox"/> Bathrooms |

Applicant Information

Group Name: South Coast Karate Contact Name: Brian Jordan

Address: 37 Six Flags Circle City & Zip: Buellton, CA 93427

Phone: 805 687-5001 Email: SouthCoastKarate@gmail.com

Number of Participants: 10 - 30 Purpose: Educational & Recreational, Kid Power: Safety Awareness Program

Is the activity open to the general public? Yes No

Is Applicant a non-profit organization? Yes No

Does your organization plan to charge an admission fee, collection of solicitation of funds? Yes No

I hereby certify that I have reviewed the *Use of School Facilities or Grounds Rules and Regulations* and shall be personally responsible, on behalf of our organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment out of the occupancy of said premises by our organization.

Applicant Signature: Brian Jordan Print: Brian Jordan

Date of Application: 8/7/17

This Application is not a valid permit until signed below.

District Use Only

Administrator Approval: [Signature]

Date: 8/9/17

Fee Determination: Direct-Cost Fair Rental

Total Due: \$ 0

Certificate of Insurance: Verified & Attached

- Calendar check
- Maintenance Director
- Preliminary Approval
- Board Approval

**CONSENT AGENDA
AUGUST 14, 2017**

BOARD AGENDA ITEM 11.C.

TO: Board of Trustees
FROM: Amy Alzina, Superintendent/Principal
RE: PERSONNEL ITEMS – EMPLOYMENT

The following personnel items are submitted to the Board for approval.

Assignments / Classified

Name	Position	Effective Date
Hannah Bruesehoff	Childcare Worker 0.4675 FTE	August 16, 2017
Jill Wolf	Instructional Aide 0.4675 FTE	August 16, 2017
Joann Fox	Instructional Aide 0.4675 FTE	August 16, 2017

Resignation / Classified

Name	Position	Effective Date
Monica Morgan	Instructional Assistant 0.4375 FTE	July 25, 2017

2017-18 Enrollment and Staffing

Teacher	K	1st	2nd	3rd	4th	5th	6th	Total
K Ishikawa	16							16
1st Carey		15						
1st Callahan		15						30
2nd Campbell			14					
2nd Thorpe			13					27
3rd Gonzales				20				20
4th Orwig/Wooten					25			25
5th Edwards						25		25
6th Pierce							25	25
Totals	16	30	27	20	25	25	25	168
without SDC	16	29	26	20	25	25	25	166
Average Class Sizes:								
K,1,2,3		93 students/6 classes = 15.5 average						
4,5,6		75 students/3 classes = 25 average						
K-6		168 students/9 classes = 18.6 average						

**SUPERINTENDENT REPORT
ITEM 12.E.**

DATE: August 14, 2017
TO: Governing Board, Cold Spring School District
FROM: Amy Alzina, Superintendent/Principal
RE: Professional Learning Plan 2017-2018

The comprehensive professional development plan provides support to teachers through professional learning that focuses on the following schoolwide priority goals:

- Improving School Culture and Climate
- Improving our Practices
- Implementing the Common Core State Standards and Next Generation State Standards

The Professional Learning Plan is designed to address Mathematics, Science, Technology, English Language Arts, Social/Emotional Development and Assessments to support Transitional Kindergarten through Sixth grade students. The plan is committed to creating coherence and comprehensiveness throughout all classrooms district-wide by grade level through high functioning professional learning communities. These vital factors will contribute to a greater impact on increasing student achievement and sustainable substantial change among those who serve them.

The comprehensive professional development plan is developed with input recorded in the February 2017 Stakeholder Input Report as well as from the Needs Assessment survey the Superintendent/Principal sent to teachers and staff in July 2017. The comprehensive professional learning plan is aligned to the Cold Spring School District LCAP and is created with the pedagogy to encourage and support teachers in giving them the tools and strategies to inspire their students to think differently by inspiring creativity.

The great teachers and staff within the Cold Spring School District are committed to learning, teaching, leading and learning again. They recognize these attributes are necessary in creating a culture of community that fosters individuality, creativity and possibility.

Recommendation: Informational only, no action required.

Cold Spring School District Professional Learning Plan

— Dr. Amy M. Alzina —
Superintendent, Principal

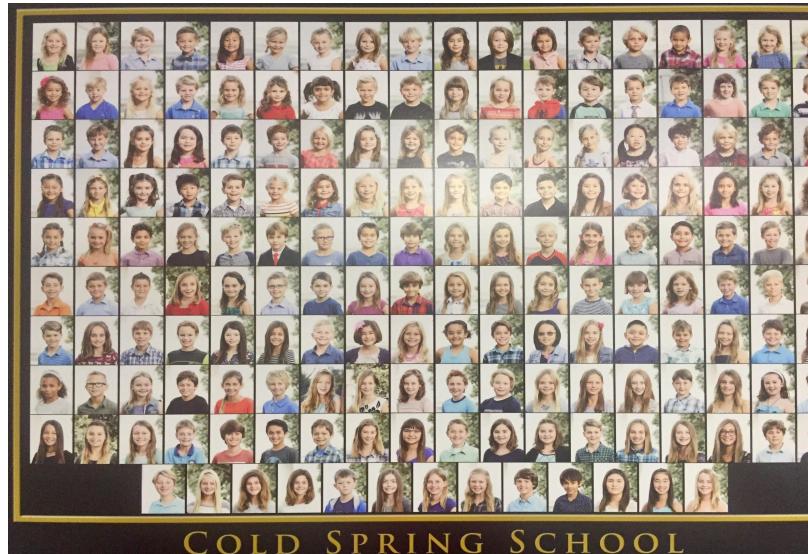


Overview

Why?
How?
What?

WHY?

**Our Students Deserve to get Every Chance to be
Successful Each and Every Day!**



HOW?

TEAMWORK/COLLABORATION

- University Partnerships:
Columbia, Rice, UC Berkeley,
Stanford University
- Just Communities Equity for
Education
- SBCEO
- Teacher Leaders: TOSA & Pysch
- Literacy Partners
- Parents



WHAT?

Clear Vision to Support Teachers around 3 Priority Goals:

- Improving School Culture and Climate
- Improving our Practices
- Implementing the CCSS and NGSS



WHAT?

Professional Learning Plan



Professional Learning Plan

Mathematics

Science

Technology

English Language Arts

Social/Emotional Development

Formative Assessments

Ongoing Professional Development

Back to School Professional Development

August 16

- Personality Leadership Traits Exercise
- Mission and Collective Commitments
- What is a PLC?
- Introduce Professional Learning Plan
- Technology Goals
- Relationships, Relationships, Relationships

August 17

- Mission & Collective Commitments & Goals
- Team building
- Parent Square Training
- STEMscopes Training
- CASSPP Results
- Assessments
- 2017-2018 Goals for Student Achievement

Mathematics

- Factwise (K-5)
- How to Learn Math (K-6)

Science and Engineering Practices

1st Trimester: STEMscopes	2nd Trimester: Amplify	3rd Trimester: Amplify/STEMscopes
(K-3) Classroom teachers will collaborate with TOSA to team-teach Science. (4-6) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.	(4-6) Classroom teachers will collaborate with TOSA to team-teach Science. (K-3) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.	(K-6) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.

Technology Integration

- Google Suite
- Cybersecurity

Writers Workshop

Literacy Partners

- PD, Coaching, Lesson Studies, Observations

Social/Emotional

Mindfulness

- In Class mini-lessons and coaching

Just Communities Partnership

- Team building through Passion and Purpose

Formative Assessments

Renaissance Learning: (2-6th grade)

- STAR Reading and STAR Math
- Accelerated Reader

Ongoing Professional Development

Wednesday Early Release

Reading Intervention - Misha Lewis

Investment Summary

● Mathematics	\$5,070.00
● Science	\$3,000.00 (\$9,410.00 is Curr.)
● Technology	\$6,714.24
● Writers Workshop	\$10,200.00
● Social/Emotional	\$3,425.00
● Formative Assessments	\$2,000.00 (Curr. Ren Learning)
● Ongoing Professional Development	\$1,748.00
SUB TOTAL: \$30,157.24 (PD)	
\$11,410.05 (Curr.)	
TOTAL: \$41,567.29	

Thank You!

Cold Spring School District
Transitional Kindergarten-Sixth Grade:
A Comprehensive
Professional Learning Plan
Focused on
Increasing Instructional Excellence, Capacity Building, and
Student Achievement
August 2017-June 2018



Presented to the Governance Board on: August 14, 2017

Overview

Cold Spring School District is committed to continuing the work conducted by its teachers in the preparation of curriculum, design of instructional lessons, and development of engaging delivery of cognitively rich and challenging content that is accessible by all students including English learners, children living in poverty, advanced learners and students with disabilities.

The comprehensive professional development plan provides support to teachers through professional learning that focuses on the following schoolwide priority goals:

- Improving School Culture and Climate
- Improving our Practices
- Implementing the Common Core State Standards and Next Generation State Standards

The Professional Learning Plan is designed to address Mathematics, Science, Technology, English Language Arts, Social/Emotional Development and Assessments to support Transitional Kindergarten through Sixth grade students. The plan is committed to creating coherence and comprehensiveness throughout all classrooms district-wide by grade level through high functioning professional learning communities. These vital factors will contribute to a greater impact on increasing student achievement and sustainable substantial change among those who serve them.

The comprehensive professional development plan is developed with input recorded in the February 2017 Stakeholder Input Report as well as from the Needs Assessment survey the Superintendent/Principal sent to teachers and staff in July 2017. The comprehensive professional development plan is aligned to the Cold Spring School District LCAP and is created with the pedagogy to encourage and support teachers in giving them the tools and strategies to inspire their students to think differently by inspiring creativity.

The great teachers and staff within the Cold Spring School District are committed to learning, teaching, leading and learning again. They recognize these attributes are necessary in creating a culture of community that fosters individuality, creativity and possibility.

Mission Statement

The mission of Cold Spring School is to provide a quality educational program in a secure family atmosphere, which fosters a balance of academic achievement, healthy personal development, social and environment responsibility, and enthusiasm for lifelong learning. Teachers, staff, parents, and the community will work together to create a school environment in which cooperative problem-solving, creativity, and innovative thinking are encouraged, and the unique potential of each individual student and employee is valued and nurtured.

This eight-part professional development plan is focused on the following goals in order to ensure a guaranteed curriculum for all students.

✓ **Part 1a: Back to School Professional Development**

Timing: August 16, 2017

Scope of Work: All Teachers (Full Day)

✓ **Part 1b: Back to School Professional Development**

Timing: August 17, 2017

Scope of Work: All Teachers (Full Day) and Staff (Half Day)

✓ **Part 2: Mathematics**

Timing: Fall 2017

Scope of Work: All TK-6th grade teachers will have the opportunity to choose to engage in 2 days of Professional Development by Dr. Valerie Henry in FactWise at the SBCEO or attend the online course title: *How to Learn Math* taught by Stanford University professor Jo Boaler.

✓ **Part 3: Science**

Timing: Fall 2017-Spring 2018

Scope of Work: In order to best support teachers, we will focus on using our science TOSA to coach teachers with the pilot curriculums STEMscopes and Amplify Science in grade level bands (K-3 and 4-6) in focused, trimester-long cycles. At the start of the year, K-3 teachers will work with the science TOSA in a team-teaching environment. During these sessions, teachers will focus on developing targeted instructional strategies to best support the NGSS. At this time, 4th-6th grade students will be in an engineering cycle in the STEAM room. In the STEAM room, the Science TOSA will develop lessons which meet the engineering core ideas of the NGSS. STEAM sessions will be an opportunity for the Science TOSA to model teaching strategies for the classroom teachers, while also providing rich engineering opportunities that benefit from the support of an additional teacher. In the second trimester, the roles will switch, with 4th-6th grade teachers entering a coaching cycle, while students in grades K-3 receive NGSS-aligned engineering lessons in the STEAM room. During the final trimester, all students will be in STEAM. The monthly debriefing sessions will continue as a way to support teachers in their science instruction throughout the remainder of the school year.

✓ **Part 4: Technology**

Timing: Fall 2017-Spring 2018

Scope of Work: The technology specialist will work in collaboration with the SBCEO Director of Educational Technology to support a Standards aligned technology vision for CCS that involves 6 half days of professional development with teachers, 2 half days of classroom observations and coaching, consultations, planning, research and development.

✓ **Part 5: Writing**

Timing: Fall 2017-Spring 2018

Scope of Work: Dahlia Dallal, the founder of Literacy Partners, will be training and supporting teachers with the Lucy Calkins Writing Workshop model that comes from the Teachers College Reading and Writing Project, Columbia University. Teachers will receive 4 full-days of professional learning and coaching to support writing workshop. Parents will receive one parent workshop in the evening.

✓ Part 6: Social/Emotional

Timing: Fall 2017-Spring 2018

Scope of Work: Beth Laurie, School Psychologist, will facilitate weekly 15-minute Mindfulness mini-lessons in every classroom for 16 weeks. All 3-6th grade classrooms will receive the Mindfulness lessons the first 16-weeks of school, while the TK-2nd grade students receive the lessons the second 16-weeks of school. A Parent Education night will be conducted on Thursday, October 5, 2017.

✓ Part 7: Formative Assessments

Timing: August 2017-June 2018

Scope of Work: All 2-6th grade students will take the multiple choice, 32-question, computer adaptive STAR Reading/STAR Math assessment five times throughout the school year. The purpose of the nationally normed STAR Reading/Math assessments are to assess student reading and math levels and progress monitor. Parents will receive a parent report after each assessment period that identifies their student Percentile Rank, Instructional Reading Level/Math Level and Zone of Proximal Development.

Timing: October 2017-June 2018

Scope of Work: Renaissance Learning Accelerated Reader (AR)

All 2-6th grade children will be participating in the Accelerated Reader (AR) program beginning October 1, 2017. Student STAR Reading scores will be used to identify the appropriate independent reading level for every student.

✓ Part 8: Ongoing Professional Development

Timing: Fall 2017-Spring 2018

Scope of Work: Teachers and administration will engage in weekly afterschool content specific learning communities around the focus goals for student learning for the TK-2, 3-6 grade level strands. These weekly meetings will begin at 3:00pm and occur every Wednesday.

Scope of Work: Reading Intervention

Misha Lewis, Reading Specialist, will be attending the Lindamood-Bell Seeing Stars for Phonemic Awareness 2-day training September 25-26, 2017, in San Luis Obispo.

Part 1: Back to School Professional Development

Scope of Work:

As Cold Spring School prepares to reach the goal of providing Excellence in Education, a two-day Professional Learning over August 16-17, 2017, will be conducted for all teachers. Classified staff will attend the scope of work for the morning half of the day on August 17th.

August 16th: Professional Development

Scope of Work:

During the morning half of the day, the teachers will review the CCS Mission statement before working in collaboration to create shared commitments (Values) for which the group will hold itself mutually accountable. The three CSS priority goals will be introduced and defined: Improving School Culture and Climate, Improving our Practices and Implementing the CCSS and NGSS. The Superintendent will review the essential components of a high functioning Professional Learning Community before introducing the staff to the 2017-2018 Professional Learning Plan.

The afternoon will consist of establishing clear expectations/goals around technology in the classroom. Matt Zuchowics, Director of Educational Technology Services for the SBCEO, and Christian Garfield will be introducing teachers to Google Suite and how to implement in the classroom. Matt and Christian will also be sharing how they will work in collaboration to support teachers and students in a co-teach environment throughout the 2017-2018 school year. The afternoon will end reviewing how essential relationships are to student learning and how every teacher will strive to create a sense of purpose in the classroom with every student.

August 17th: Professional Development

Scope of Work:

During the morning half of the day, the teachers will review the CCS Mission, Collective Commitments and 3 Priority Goals before working with Jarrod Swartz from Just Communities to engage staff around Passion and Purpose and how they relate to the work we will be doing at Cold Spring School.

The afternoon will consist of a webinar training with the teachers on how to use ParentSquare and clear expectations for use. A webinar training with StemScopes. A collaboration around student data, review of CASSPP results and purpose and goals of assessment. A comprehensive review of the Renaissance Learning STAR Reading/STAR Math formative assessment system that will be used in grades 2-6 to drive instruction and motivate student learning as well as introduce a Formative Assessment Calendar and Goals for student achievement.

Part 2: Mathematics: FactsWise

Scope of Work: FactWise

Dr. Valerie Henry is the creator of FactsWise which is a “research-based approach to teaching basic facts fluency that prioritizes 5s, 10s and part whole thinking. Students who experience FactsWise teaching for 5 to 15 minutes every day have been found to be substantially more flexible and fluent with their basic facts than students using worksheets and timed tests. FactsWise starts with whole –class learning experiences, engaging students with each goal first through hands-on (concrete) activities, then helping students learn to create and interpret responsibilities, and finally moving to abstract practice activities” (www.factswise.com).

Training and Dates:

Addition and Subtraction (K-2): October 3 and Nov 7

Multiplication/ Division (3-5): October 4 and Nov 8

Scope of Work: Online Course: How to Learn Math for Teachers

“This course explores new research on the way in which K-12 students learn math. It will help teachers develop new teaching strategies to create a positive mindset for their students. Jo Boaler, Professor of Mathematics Education at Stanford University, teaches useful concepts and practices that can be immediately applied in the classroom, including:

- Use of high quality math tasks
- Best practices for assessment and grading
- Insights from educational thought-leaders on motivating kids
- New strategies for increasing students’ math motivation and achievement

In this online, self-paced class, teachers will reflect on videos, design lessons, and discuss ideas with peers. Equipped with new insights, teacher’s will return to their classroom with a newfound ability to transform your students' experiences with math” (<http://scpd.stanford.edu/ppc/how-learn-math-teachers>).

Tuition Fee is \$125 per individual.

Part 3: Science and STEAM: Transforming Curriculum and Instruction for Teachers and Students

Scope of Work: The 2017-2018 school year is an important moment in supporting classroom teachers as they transition to full implementation of the Next Generation Science Standards. This coming year is the field test year of the CAST*, before scores are reported in the 2018-2019 school year. In addition, these next nine months provide one more school year for teachers to examine the new standards, develop instructional strategies for effective science learning, and review available materials before an approved science curriculum adoption list is available from the California Department of Education in the Fall of 2018.

In order to best support teachers during this transition, we have decided to focus on using our science TOSA to coach primary and upper grade teachers in focused, trimester-long cycles. At the start of the year, K-3 teachers will work with the science TOSA in a team-teaching environment. During these sessions, teachers will focus on developing targeted instructional strategies to best support the NGSS. At this time, 4th-6th grade students will be in an engineering cycle in the STEAM room. Here the Science TOSA will develop lessons which meet the engineering core ideas of the NGSS. STEAM sessions will be an opportunity for the Science TOSA to model teaching strategies for the classroom teachers, while also providing rich engineering opportunities that benefit from the support of an additional teacher.

During team leveled professional development meetings (held once a month), teachers will have an opportunity to debrief about their experiences implementing the NGSS. This will include time to reflect, share progress, and seek support from colleagues. Because the new standards are written as a progression from K-6 (rather than distinct disciplines addressed in different grades) learning must build over time. Thus, it is essential that teachers are aware of and involved in the work that is taking place in science in both the grades preceding and following their own.

In the second trimester, the roles will switch, with 4th-6th grade teachers entering a coaching cycle, while students in grades K-3 receive NGSS-aligned engineering lessons in the STEAM room.

During the final trimester, all students will be in STEAM. The monthly debriefing sessions will continue as a way to support teachers in their science instruction throughout the remainder of the school year.

*California's standardized test based on the NGSS, administered in 5th grade

**Instructional strategy shifts outlined in the NGSS include increasing daily science instruction through the use of integration, connecting science lessons to real-world phenomena-as well as connecting to the student's community, transitioning to an inquiry-driven teaching approach, utilizing the cross-cutting concepts to develop a framework of understanding for how various disciplines of science are related, and employing the science and engineering practices in instruction.

1st Trimester: STEMscopes	2nd Trimester: Amplify	3rd Trimester: Amplify/STEMscopes
(K-3) Classroom teachers will collaborate with TOSA to team-teach Science. (4-6) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.	(4-6) Classroom teachers will collaborate with TOSA to team-teach Science. (K-3) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.	(K-6) TOSA will develop and deliver STEAM lessons aligned to Engineering standards.

Pilot Science Curriculum: STEMscopes and Amplify Science

Scope of Work: This school year we will be taking a more structured look into two NGSS-aligned science curriculums, as we anticipate making an informed decision about adoption when the CA Department of Education provides their approved list of materials in the Fall of 2018.

STEMscopes

The first curriculum we will be piloting this year is STEMscopes, which teachers will employ from August through December. STEM scopes is a program developed by researchers at Rice University, in conjunction with expert teachers; it is widely used across the country by over 3.5 million students. Their website explains:

STEMscopes NGSS places problem-based learning, engineering challenges, scientific investigations, math and literacy connections, and culminating claim-evidence-reasoning assessments at your fingertips.

The key components of STEMscopes that led us to select this program are its focus on using inquiry to guide instruction, the content connections to real-world phenomena, and the strength of its performance-based assessments. In addition, it is a program that was built from the Next Generation Science Standards. Therefore, it is truly aligned - not adapted - to the new expectations for science instruction.

STEMscopes is primarily a digital-platform, with optional teacher hardcopy books of reading, investigations, and assessments. Students have access to login to their student accounts in order to complete readings, answer questions, and complete assessments, as assigned by classroom teachers. However, the majority of STEMscopes investigations and lessons are through hands-on activities and challenges.

Amplify Science

The second curriculum CSS will be piloting during the 2017-2018 school year is Amplify. Amplify is another digitally-based, NGSS-aligned curriculum developed by researchers at the Lawrence Hall of Science, UC Berkeley. Like STEMscopes, Amplify Science has been field tested by teachers to ensure it is pedagogically sound, while providing engaging content. Their website states, “Amplify Science blends digital experiences with hands-on lessons that inspire students to think like scientists and engineers to solve real-world problems.”

Key components of Amplify that have led us to further investigate this program are its construction around the NGSS, its multi-modal approach to learning (involving investigation, communication, and writing), and its strong ties to literacy. Amplify provides well-integrated opportunities for cross-over between science and ELA, and supports the philosophy that science teaching is not intended to be delivered in isolation of other subjects - but through them. This builds students' conceptual frameworks and yields lasting knowledge versus memorized content.

Why not FOSS?

While FOSS is a long-respected program that has been embraced by many other public schools in our area, we made an informed decision not to include it into the pilot program for this school year. The primary rationale for not selecting this program is that it has not been built around our new science standards. In an effort to meet the NGSS expectations in different grade levels, additional lessons and investigations have been layered on top of existing FOSS modules, but the result is a bulkier, more time-intensive program that many classroom teachers have not found to be manageable without a significant level of professional development and support.

In addition, because the fundamental content of the modules and storylines have not changed in the revision process, there are still areas in the FOSS curriculum that do not fully cover all of the Next Generation Science Standards. With this in mind, we chose to look at research-based science programs that were built, from the ground up, around the three-dimensional teaching approach directed by the NGSS. We were also advised by Dr. Craig Strang, Associate Director of the Lawrence Hall of Science and Science consultant to districts around the state, to narrow our pilot to two curriculums as three is too difficult for teachers to implement. Therefore, we have chosen STEMscopes and Amplify as our pilot curriculum.

STEMscopes:

Scope of Work: During the first trimester, the teachers will work with the professional development team from STEMscopes through webinars and in-person training sessions to pilot the STEMscopes curriculum. STEMscopes follows the structure of the California Science Framework, and is organized through interdisciplinary storylines, which blend physical, life, and earth sciences through a common narrative. Based on the flow of teachers' instructional maps, grade levels will select from the following storylines:

- Kindergarten:

- *Plant and Animal Needs*
- *Animals and Plants can Change Their Environments*
- *Weather Patterns*

- First Grade:

- *Plant Shapes*

- *Patterns of Motion of Objects in the Sky*
- *Animal Sounds**

· Second Grade:

- *Landscape Shapes*
- *Landscape Materials*
- *Landscape Changes*

· Third Grade:

- *Life Cycles of Survival*
- *Surviving in Different Environments*
- *Weather Impacts*

· Fourth Grade:

- *Renewable Energy*
- *Sculpting Landscapes*
- *Earthquake Engineering*
- *Animal Senses*

· Fifth Grade:

- *From Matter to Organisms**
- *Interacting Earth Systems*
- *Patterns in the Night Sky*

· Sixth Grade:

- *Earth System Interactions Cause Weather*
- *Cause and Effect of Regional Climates*
- *Effects of Global Warming on Living Systems*

*Potentially some cross over with Amplify unit, but also including unique standards due to interdisciplinary nature of the storylines.

Amplify Science:

Scope of Work: Beginning the second trimester, the teachers will work with Cameron Kate Yahr, Chief Operations Officer for the curriculum group at the Lawrence Hall of Science that designs and develops Amplify Science to pilot the following units from each grade:

- Kindergarten: *Pushes and Pulls*
- First Grade: *Light and Sound*
- Second Grade: *Plant and Animal Relationships*

- Third Grade: *Balancing Forces*
- Fourth Grade: *Energy Conversions*
- Fifth Grade: *Modeling Matter*
- Sixth Grade: *Microbiome; Metabolism; Metabolism Engineering Internship* (Sixth grade has nine units total vs. 3-4 units at Grades K-5. Therefore, the recommendation is to pilot a trio of a Launch Unit, Core Unit, and Engineering Internship unit).

Teachers will receive the following professional learning during their early release Wednesday:

November 29th - 3:00pm-4:30pm - One Webinar

- Introduction to Amplify Science (all teachers)
 - This session will provide an overview of the Amplify Science pedagogical approach and introduce teachers to the teacher's guide, the different forms of student materials, and other features of the curriculum.

December 6th - 3:00pm-4:30pm - Three Concurrent Webinars

- Grades K-1 Session
 - This session will familiarize teachers in grades K-1 with the specific unit and content they will be piloting.
- Grades 2-3 Session
 - This session will familiarize teachers in grades 2-3 with the specific unit and content they will be piloting.
- Digging Deeper Session (Grades 4-6 teachers)
 - This session will provide teachers with the opportunity to dig deeper in specific aspects of Amplify Science, and further highlight opportunities for three dimensional teaching, learning, and assessment.

December 13th - 3:00pm-4:30pm - Three Concurrent Webinars

- Grades 4-5 Session
 - This session will familiarize teachers in grades 4-5 with the specific unit and content they will be piloting.
- Grade 6 Session
 - This session will familiarize teachers in grade 6 with the specific unit and content they will be piloting.
- Digging Deeper Session (Grades K-3 teachers)
 - This session will provide teachers with the opportunity to dig deeper in specific aspects of Amplify Science, and further highlight opportunities for three dimensional teaching, learning, and assessment.

Channel Islands Regional Service Initiative (CIRSI):

The Channel Islands Regional Science Initiative (CIRSI) will be led by the Lawrence Hall of Science based on the BaySci model—a coordinated effort by science education leaders, school districts and teachers to enhance the quantity and quality of science education in California schools. Since 2008, BaySci has served a network of over a dozen school districts in the state of California. In 2013, with support from the Wharton Foundation, BaySci began working with the Santa Barbara Unified School District, and 2016 will mark the beginning of the Channel Islands Regional Science Initiative, with:

- Carpinteria Unified
- Montecito + Cold Springs
- Goleta Union
- Hope
- Santa Barbara Unified Charters

CIRSI Leadership Seminars: BaySci will convene three 1.5-day CIRSI district network meetings, titled CIRSI Leadership Seminars. The major goal of the leadership seminars is to develop a collaborative learning community of science education leaders focused on long-range planning for your district's K-12 (or grade range) science, critical elements for an effective science program, and thinking about supporting science instruction in concrete ways. These are meetings held throughout the year and attended by all members of the District Science Leadership Team. Organized vertically, the district Science Leadership Teams is comprised of the district superintendent, a school board member, Science TOSA, teacher leader, and a parent.

- CIRSI District Leadership Seminar #1: November 7-8, 2017
 - Location: TBD, Santa Barbara, CA
- CIRSI District Leadership Seminar #2: February 27-28, 2018
 - Location: TBD, Santa Barbara, CA
- CIRSI District Leadership Seminar #3: May 1-2, 2018
 - Location: TBD, Santa Barbara, CA

Part 4: Technology Integration

Scope of Work: Google Suite and Cybersecurity

Santa Barbara County Education Office (SBCEO) will provide professional development and support to the teachers of the Cold Spring School District (CSSD). Director, Matt Zuchowicz, SBCEO Director of Educational Technology Services, will consult with Dr. Amy Alzina, Superintendent, and Christian Garfield, CSSD Technology Specialist, to support a vision for educational technology, and will develop presentations on technology integration for CSSD teachers, administrators, and parents. Matt Zuchowicz will also work with Christian Garfield to develop professional learning opportunities for CSSD teachers centered on the resources of the Google Suite for Education.

Google Suite:

G suite for education if a suite of free productivity tools available to schools and districts to help with classroom collaboration. It provides tools that allow staff and students to create, share, and edit files collaboratively in real-time. All files created are automatically saved in the cloud, and can be accessed at any time, from any device. Using G Suite for Education, students will learn how to use technology to communicate, create, and collaborate with others.

Cybersecurity:

Christian Garfield will be enrolled in the Santa Barbara County e-safety Network, includes 3 lunch meetings, to help develop understanding of current Cybersecurity and student data privacy laws and best practices.

Goals	Actions
Develop vision of Educational Technology for CSSD.	<p>The superintendent/principal will consult and plan with CCSD Technology Specialist and SBCEO Director of Educational Technology Services to develop a shared vision and present to staff and parents.</p> <p>Teacher PL Date: 8/16/17</p>
Build capacity with CCSD Classroom teachers.	<p>The superintendent/principal will consult and plan with CCSD Technology Specialist and SBCEO Director of Educational Technology Services to research, develop, plan, and facilitate customized professional learning for (K-2) and (3-6) teachers in Google Suite.</p> <p>Teacher PL Dates: 11/1/17, 1/10/18 and 3/7/18</p>
Educate parents on Cybersecurity and student data privacy.	<p>The superintendent/principal will consult and plan with CCSD Technology Specialist and SBCEO Director of Educational Technology Services to present to parents on cybersecurity and student data privacy and a Superintendent/Principal Coffee.</p> <p>Parent PL Date: 11/13/17</p>
Conduct 2 half days of classroom observations and coaching focused on technology integration using Google Suite.	<p>The superintendent/principal will consult and plan with CCSD Technology Specialist and SBCEO Director of Educational Technology Services to plan and prepare for classroom observations and coaching.</p> <p>Classroom Observation Dates: TBD</p>

Part 5: Writers Workshop

Scope of Work: Writers Workshop Training and Coaching

Dahlia Dallal, the founder of Literacy Partners, will be training and supporting teachers with the Writing Workshop model that comes from the Teachers College Reading and Writing Project, Columbia University. Teachers will receive 4 full-days of professional learning to support writing workshop. Parents will receive one parent workshop in the evening.

Part 6: Social/Emotional

Scope of Work: Mindfulness Training

Beth Laurie, School Psychologist, will facilitate weekly 15-minute, Mindfulness mini-lessons in every classroom for 16-weeks. All 3-6th grade classrooms will receive the Mindfulness lessons the first 16-weeks of school, while the TK-2nd grade students receive the lessons the second 16-weeks of school. Mindfulness professional development for teachers will also occur once in the Fall and Spring. A Parent Education night will be conducted on Thursday, October 5, 2017.

Curricula include over 50 age-appropriate lesson modules, such as:

- Mindful Bodies
- Mindful Listening
- Mindful Breathing
- Body Awareness
- Generosity
- Mindful Test Taking

Teachers will have the option to continue their Professional learning by attending the Mindfulness Fundamentals online course for \$125 per teacher. By collectively working on becoming more Mindful, regulating emotions, and shifting our perspectives across the whole campus we are working together to create lasting change in the school climate.

- [Mindful Schools](#)

Scope of Work: Just Communities Partnership

Jarrod Swartz from Just Communities will engage the entire staff around a Passion and Purpose and how they relate to the work we will be doing at Cold Spring School for 2 hours on August 17, 2017. Jarrod Swartz will also engage parents in a workshop designed to build leadership capacity amongst our parent group that is aligned to our 3 priority goals on October 12, 2017.

Part 7: Formative Assessments

Purpose and Goals of Assessment:

- * The purpose of formative assessments is to assess for student learning.
- * Formative assessments monitor students where they currently are at in the learning trajectory. The goals of formative assessments are used to give the teacher and student immediate feedback.
- * The results are used to help teachers focus on students' strengths and weaknesses.
- * Teachers assess to inform their decision-making and to motivate students (Stiggins, 2008, p.10).

Scope of Work: Renaissance Learning STAR Reading/STAR Math

All 2-6th grade students will take the multiple choice, 32-question, computer adaptive STAR Reading/STAR Math assessment five times throughout the school year. The purpose of the Nationally Normed STAR Reading/Math assessments are to assess student reading and math levels and monitor progress. Parents will receive a Parent report after each assessment period that identifies their student Percentile Rank, Instructional Reading Level/Math Level and Zone of Proximal Development.

Scope of Work: Renaissance Learning Accelerated Reader (AR)

All 2-6th grade children will be participating in the Accelerated Reader (AR) program beginning October 1, 2017. Student STAR Reading scores will be used to identify the appropriate independent reading level for every student.

What is Accelerated Reader (AR)?

AR is a computer program that helps teachers manage and monitor children's independent reading practice. The student picks a book at his own level and reads it at his own pace. When finished, the student takes a short quiz on the computer. (Passing the quiz is an indication that the student understood what was read.) AR gives students and teachers immediate feedback based on the quiz results, which the teacher then uses to help the student set goals and direct ongoing reading practice.

Students using AR choose their own books to read, rather than having one assigned to them. This makes reading a much more enjoyable experience as they can choose books that are interesting to them. Teachers and the Librarian help students choose books at an appropriate readability level that are challenging without being frustrating, ensuring that the student can pass the quiz and experience success. If the student does not do well on the quiz, the teacher may help the child:

- Choose another book that is more appropriate.
- Ask more probing questions as the student reads and before the student takes a quiz.
- Pair the student with another student, or even have the book read to the student. In most cases, children really enjoy taking the quizzes. Since they're reading books at their reading and interest levels, they are likely to be successful. This is satisfying for most children. Best of all, they learn and grow at their own pace. **How much should students read during the school day?** According to research, children who read at least 30 minutes a day with a 90% comprehension rate (average percent correct) on AR quizzes see the greatest gains. Therefore, each student should have at least 30 minutes set aside for reading.

Accelerated Reader Goals and Celebrations

The STAR Reading assessment is linked to the Renaissance Learning Accelerated Reader assessment that generates a comprehension assessment for students to take after he/she has completed a book. The Superintendent /principal works in conjunction with the classroom teachers to set individual goals at the following targets: All students are to read within their Zone of Proximal Development (ZPD), 30 minutes daily, score 85% or higher on the comprehension assessment and read at least one, non-fiction

book a month. The superintendent/principal provides incentive celebrations at the end of every window for students who meet the above criteria.

Accelerated Reader Goal Windows and Award Celebrations

Accelerated Reader

2-6th Grade AR Goal: 30 min of reading daily within **ZPD**, average 85% or higher comprehension, at least one Non-Fiction book a month.

**Teachers will re-adjust student goals monthly using his/her STAR reading data to ensure students are reading within their ZPD and not below.*

Accelerated Reader/Math Window	Awards Celebration
October 2-Ocotber 31	November 4
November 1-December 13	December 15
January 2-February 5	February 9
February 6-March 21	March 23
April 2-April 30	May 4
May 1-June 1	End of the Year Awards: June 5 <u>Reading Award Categories (3)</u> 1. All Students who made their monthly AR Goals for the year 2. Words Read: 2 nd Grade: 500,000 3-6 th Grade: 1 million, 2 million, 3 million 3. Reading Growth: 2.0-2.9 years 3.0-3.9 years 4.0 and beyond

Part 8: Ongoing Professional Development

Scope of Work: Every Wednesday

Teachers and administration will engage in weekly afterschool content specific learning communities around the focus goals for student learning for the TK-2, 3-6 grade level strands. These weekly meetings will begin at 3:00pm and occur every Wednesday.

Scope of Work: Reading Intervention

Misha Lewis, Reading Specialist, will be attending the Lindamood-Bell Seeing Stars for Phonemic Awareness 2-day training September 25-26, 2017, in San Luis Obispo.

* Seeing Stars for Phonemic Awareness, Reading & Spelling—

A LINDAMOOD-BELL Program (<http://lindamoodbell.com/program/seeing-stars-program>)

1. Seeing Stars Complete Kit (including Teacher's Edition and Student Materials): **\$499.95** plus tax from Gander Publishing: <http://ganderpublishing.com/product/seeing-stars-kit.asp> PLUS Set of Student Workbooks: **\$49.99** plus tax (<http://ganderpublishing.com/product/seeing-stars-decoding-workbooks.asp>)

2. 2-day Training at LINDAMOOD-BELL headquarters in San Luis Obispo: **\$749.00** Link to workshop information & registration:

<http://lindamoodbell.com/workshop/san-luis-obispo-ca-september-2017>

3. Hotel & Mileage (San Luis Obispo, Sept. 25-26, 2017; 2 nights): approx. \$500 (Sunday 24 & Monday 25 about \$80-\$140 per/night on hotels.com)

"The Seeing Stars® program develops symbol imagery - the ability to visualize sounds and letters in words - as a basis for orthographic awareness, phonemic awareness, word attack, word recognition, spelling, and contextual reading fluency."

<http://ganderpublishing.com/content/seeing-stars-overview.asp>

"On average, students with Dyslexia who received Seeing Stars instruction achieved significant improvements in reading. They made large (significant) standard score changes on nearly all measures. The 38-point percentile increase in word attack put these students well within the normal range (25th–75th percentile). The large average standard score change in word recognition should be noted, as students now performed within the normal range on this measure. Their pre- to posttest results were statistically significant on all measures."

--<http://lindamoodbell.com/learning/dyslexia>

Workshop Outcomes

This course explores the sensory-cognitive processes basic to phonological and orthographic processing, decoding, reading in context, and spelling. Class members will learn the role of symbol imagery in: 1) automaticity in phonemic awareness, 2) acquisition of sight words, 3) acquisition of accurate spelling rather than phonetic spelling, and 4) development of fluency in contextual reading. The class will learn to develop symbol imagery for all ages of students. Study and supervised practice allows class members to learn to respond to the response to develop sensory-cognitive functions, and integrate the steps into any curriculum, phonics program, reading program, or language arts program. Information and techniques are gained through discussion, demonstration, video, reading, and supervised practice.

Investment Summary

Component	Cost
Part 1: Back to School PD Timing: August 16-17, 2017 Scope of Work: All TK-6 Elementary Teachers; 2 days.	\$0
Part 2: Mathematics: FactWise Timing: (TK-2) October 3 and November 7 (3-5) October 4 and November 8 Scope of Work: FactWise All TK-6 Elementary Teachers; 2 days *8 teachers (10 x \$315 registration per person = \$3,150) *2 release days for every teacher attending (16 days x \$120 a day sub rate = \$1,920) OR Scope of Work: <i>How to Learn Math</i> All the TK-6 Elementary teachers can participate in the online course title: <i>How to Learn Math</i> taught by Stanford University professor Jo Boaler. (Registration \$125 per teacher) *Funding Source: Cold Spring Foundation	\$5,070.00
Part 3: Next Generation Science Standards Timing: August 2017-June 2018 Scope of Work: Pilot Science Curriculum: STEMscopes and Amplify Science Scope of Work: PD and Module support for two NGSS-aligned science curriculums, as we anticipate making an informed decision about adoption when the CA Department of Education provides their approved list of materials in the Fall of 2018. STEMscopes \$2,459.50 (last years budget – pd in June 2017) + Amplify \$12,410.05 = \$14,869.55 *Funding Source: Cold Spring Foundation (\$3,000) *Funding Source: Mandated Costs (\$9,410.05)	\$3,000.00 (PD) \$9,410.05 (Curr.)

<p>Part 4: Technology Integration</p> <p>Timing: August 2017-June 2018</p> <p>Scope of Work: 8 half days facilitation with SBCEO personnel at \$400 per half day + mileage = \$3,264.24. Consultation, research and development, planning and preparation and ongoing follow-up throughout the year with SBCEO personnel = \$3,300.00.</p> <p>Enrollment fee for Christian Garfield to attend the SBCEO e-safety Network (3-meetings) = \$150</p> <p>**Funding Source: Cold Spring Foundation</p>	\$6,714.24
<p>Part 5: Writers Workshop</p> <p>Timing: August 2017-June 2018</p> <p>Scope of Work: Teachers will receive 4 full-days of professional learning to support writing workshop. Parents will receive one parent workshop in the evening.</p> <p>*Funding Source: Cold Spring Foundation</p>	\$10,200.00
<p>Part 6: Social/Emotional Growth</p> <p>Timing: Fall 2017-Spring 2018</p> <p>Scope of Work: Teachers will receive two, 90-minute workshops on Mindfulness. Parents will receive a 60-minute workshop on Mindfulness. All students will receive 16, 15 mini-lessons on Mindfulness throughout the school year. Teachers have the option to register through www.mindfulness.org to attend additional training for \$125 per teacher. (17 teachers x \$125 per teacher = \$2,125.00)</p> <p>Scope of Work: Just Communities Partnership Teachers and staff will receive 2 hours of Teambuilding and Purpose training (\$500). Parents will receive a 2-hour Leadership workshop with two presenters (\$800)</p> <p>*Funding Source: Cold Spring Foundation</p>	\$3,425.00
<p>Part 7: Formative Assessments</p> <p>Timing: August 2017-June 2018</p> <p>Scope of Work: Renaissance Learning STAR Reading/STAR Math</p> <p>All 2-6th grade students will take the multiple choice, 32-question, computer adaptive STAR Reading/STAR Math assessment five times throughout the school year.</p> <p>Scope of Work: Renaissance Learning Accelerated Reader (AR)</p>	\$2,000.00 (Curr.)

<p>All 2-6th grade children will be participating in the Accelerated Reader (AR) program beginning October 1, 2017.</p> <p>*General Fund: Mandated Costs</p> <p>Part 8: Ongoing Professional Development</p> <p>Timing: August 2017-2018</p> <p>Scope of Work: Wednesday Release</p> <p>Teachers and administration will engage in weekly afterschool content specific learning communities around the focus goals for student learning for the TK-2, 3-6 grade level strands. These weekly meetings will begin at 3:00pm and occur every Wednesday.</p> <p>Scope of Work: Reading Intervention</p> <p>Misha Lewis, Reading Specialist, will be attending the Lindamood-Bell Seeing Stars for Phonemic Awareness 2-day training September 25-26, 2017, in San Luis Obispo.</p> <p>Registration: \$749</p> <p>Hotel/Mileage: approx. \$500</p> <p>Kit (including Teacher's Edition and Student Materials): \$499</p> <p>*Funding Source: Cold Spring Foundation</p>	
Sub Total	\$30,157.24 (PD) \$11,410.05 (Curr.)
Total	\$41,567.29 (PD & Curr.)

Professional Learning and Assessment Calendar

2017-2018

Month	Monday	Tuesday	Wednesday	Thursday	Friday
August 8/14-8/18			PD: All Teachers (Full-Day)	PD: All Teachers (Full-Day and Staff (Half- Day)	
8/21-8/25 STAR Reading/ Math Assessment Window (1-6th Grades)	First Day of School		PD: Classroom Environment		
8/28-9/1 STAR Reading/ Math Assessment Window (1-6th Grades)			PD: Back to School Night Expectations		
September 9/4-9/8	*Labor Day		Back to School Night 6-8pm		
9/11-9/15			PD: STAR Results		
9/18-9/22			PD: Mindfulness		
9/25-9/29					
October 10/2-10/6		PD: FactWise at the SBCEO, (TK-2 nd) Full-Day	PD: FactWise at the SBCEO, (3-6 th) Full-Day PD: Mathematics	Parent Workshop: Mindfulness 6-7pm	
10/9-10/13			PD: Science	Parent Engagement Workshop with Just Communities: 6-8pm	
10/16-10/20					
10/23-10/27					

10/30-11/3 STAR Reading/ Math Assessment Window (1-6th Grades)	Staff Development Day: Science (STEMscopes)/ Writing (Literacy Partners) (no students) Parent Workshop: Writing (Literacy Partners) 6-7pm	PD: Writing (Literacy Partners) Observations Coaching Lesson Study	PD: Technology, G Suite/ STAR Results		
November 11/6-11/10 STAR Reading/ Math Assessment Window (1-6th Grades)		PD: FactWise at the SBCEO, (TK-2 nd) Full-Day PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Full-Day	PD: FactWise at the SBCEO, (3-5 th) Full-Day PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Half-Day PD: NGSS		*Veterans Day
11/13-11/17	Conference Week Parent Workshop: Cybersecurity and Student Data Privacy 8:30am	Conference Week	Conference Week	Conference Week	Conference Week
11/20-11/24	Fall Break	Fall Break	Fall Break	Fall Break	Fall Break
11/27-12/1			PD: Amplify Science		
December 12/4-12/8			PD: Amplify Science		
12/11-12/15			PD: Amplify Science		
12/18-12/22	Winter Break	Winter Break	Winter Break	Winter Break	Winter Break
12/25-12/29	Winter Break	Winter Break	Winter Break	Winter Break	Winter Break
January	*New Year				

1/1-1/5 STAR Reading/ Math Assessment Window (1-6th Grades)	Holiday				
1/8-1/12 STAR Reading/ Math Assessment Window (1-6th Grades)			PD: Technology, G Suite and STAR Results		
1/15-1/19 *Martin Luther King Jr. Day			PD: Mindfulness		
1/22-1/26			PD: Science		
1/29-2/2 CASSPP Interim Assessment Window					
February 2/5-2/9 CASSPP Interim Assessment Window					
2/12-2/16			PD: Review Interim CASSPP Results		*Presidents' Day
2/19-2/23 * Presidents' Day					
2/26-3/2		PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Full-Day	PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Half-Day PD: Science		
March 3/5-3/9			PD: Technology G Suite		
3/12-3/16 STAR Reading/ Math Assessment Window (1-6th Grades)			PD: STAR Results		
3/19-3/23	Conference Week	Conference Week	Conference Week	Conference Week	Conference Week
3/26-3/30	Spring Break	Spring Break	Spring Break	Spring Break	Spring Break

April 4/2-4/6	Staff Development Day: Science (Amplify)/ Writing (Literacy Partners) (no students)	PD: Writing (Literacy Partners) Observations Coaching Lesson Study			
4/9-4/13					
4/16-4/20 STAR Reading/Math Assessment Window (1-6th Grades)			PD: CASSPP Training		
4/23-4/27			PD: CASSPP Training		
May 4/30-5/4 CASSPP Sped Testing		PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Full-Day	PD: CIRSI District Leadership Seminar (Supt., TOSA, Lead Teacher) Full-Day PD: Science		
5/7-5/11 CASSPP Sped Testing					
5/14-5/18 CASSPP Testing					
5/21-5/25 CASSPP Testing					
5/28-6/1 CASSPP Make-Up Testing	*Memorial Day				
June 6/4-6/8				Last Day of School	Last Day for Staff

Accelerated Reader Goals and Celebrations

Accelerated Reader

2-6th Grade AR Goal: 30 min of reading daily within **ZPD**, average 85% or higher comprehension, 50/50 – Fiction/Non-Fiction

*Teachers will re-adjust student goals monthly using his/her STAR reading data to ensure students are reading within their ZPD and not below.

Accelerated Reader/Math Window	Awards Celebration
October 2-Ocotber 31	November 4
November 1-December 13	December 15
January 2-February 5	February 9
February 6-March 21	March 23
April 2-April 30	May 4
May 1-June 1	End of the Year Awards: June 5 <u>Reading Award Categories (3)</u> <ul style="list-style-type: none"> 1. All Students who made their monthly AR Goals for the year 2. Words Read: 2nd Grade: 500,000 3-6th Grade: 1 million, 2 million, 3 million 3. Reading Growth: 2.0-2.9 years 3.0-3.9 years 4.0 and beyond

RECORDING REQUESTED BY:

Cold Spring School District

AND WHEN RECORDED MAIL TO:

Cold Spring School District
c/o Connie Santa Cruz, Business Manager
2243 Sycamore Canyon Road
Santa Barbara, CA 93108

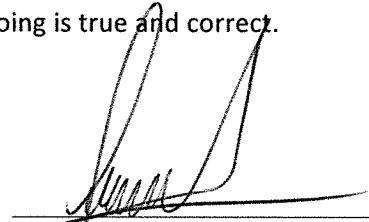
NOTICE OF COMPLETION

Project No. 0001/2017-18

NOTICE IS HEREBY GIVEN, by the Cold Spring School District, hereinafter "District", THAT:

1. The **Cold Spring School District** is the owner of the real property interest at 2243 Sycamore Canyon Road in Santa Barbara, California;
2. The undersigned is an authorized representative of the District;
3. The full name of the owner of the property is **COLD SPRING SCHOOL DISTRICT**, a California Public Elementary School District;
4. On or about the 29th day of June 2017, the District entered into a contract with **JM Roofing Company, Inc., dba Action Roofing**, State License No. 674-048, of 534 E. Ortega Street, Santa Barbara, California 93103, for the repair and replacement of a portion of the roof of a classroom building;
5. The contracted work was located at the Cold Spring School, 2243 Sycamore Canyon Road, Santa Barbara, CA 93108;
6. The contracted work was substantially completed on the 11th Day of August 2017, and accepted by the Cold Spring School District Governing Board on the 14th Day of August 2017.

I certify under penalty of perjury that the foregoing is true and correct.



Connie Santa Cruz
Business Manager
Cold Spring School District



**Member
National Safety Council**

For Santa Barbara
County Schools

Vernon Sanborn
Safety Officer
Risk & Loss Control Manager

July 21, 2017

Amy Alzina, District Superintendent
Cold Spring School District
2243 Sycamore Canyon Road
Santa Barbara, CA 93108

RE: Safety Incentive Program

Dear Ms. Alzina:

Your district is the recipient of the Santa Barbara County Schools Self Insured Program for Employees (Sipe) safety incentive award. To be considered for this award, our Injury & Illness Prevention program requires the district to have an employee's safety incentive program or a reduction of employee injuries during the 2016/17 fiscal year. This funding is intended to enhance employee safety and safety awareness in your district. Please call me at 922-8003 if you have any questions.


Vernon J. Sanborn
Safety Officer

Enclosure

Santa Barbara County Education Office
4400 Cathedral Oaks Road
Santa Barbara, CA 93160-6307
(805) 964-4711

Board Agenda Packet 8-14-17
Organization: 67P18-152: 6
ISSUE DATE 08/03/201
WARRANT NO 01-47810
AMOUNT \$ 500.0

INVOICE NUMBER	REF NUMBER	COMMENT	AMOUNT
SIPE 2017-07-21	67P18-00016	Cold Spring Dist - Safety Award Program 2016/17	\$ 500.0
Vendor # 004277	Cold Spring School District	Total Paid	\$ 500.00

Letter from Foundation

Ali Schiller <durga.schiller@gmail.com>
To: Coral Godlis <cgodlis@coldspringschool.net>

Fri, Aug 11, 2017 at 2:31 PM

Dear Dr. Alzina,

Please see the attached check for \$19,050 for teacher training and development.

The remainder of the funds requested for teacher training and development, \$10,950, will be voted on at the next Cold Spring School Foundation Meeting to take place on August, 23, 2017.

Sincerely,

Ali & Eric Schiller
CS Foundation Co-Presidents



Memorandum of Understanding

Transforming communities. Advancing justice.

**Agreement Between
Just Communities Central Coast and
Cold Spring School District**

This agreement (the “Agreement”), is made and entered into to be effective for all purposes as of the date of execution by and between Just Communities Central Coast (hereinafter “JCCC”) and Cold Spring School District (hereinafter “Client”)

WHEREAS:

- A. JCCC provides customized training, professional development, and facilitation around issues of diversity, inclusion, and equity.
- B. Client desires to provide training onto help faculty come together to build trust and a sense of community and a second program for parents with the same goal.

THEREFORE: In consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

JCCC agrees to assist Client with design, administration and facilitation of sessions on the following dates and times:

- Faculty Session: Thursday, August 17, 2017 from 9:00am to 11:00am
- Parent Session: Thursday, October 2, 2017 from 6:00pm to 8:00pm

1) SERVICES PROVIDED

a) Just Communities’ Responsibilities

- Work with Client to design and facilitate the sessions described above.
- Provide copies of materials, slides, handouts, etc. to Client at least 3 working days prior to any scheduled session.
- Provide a list of any supplies needed no later than 3 working days in advance of each session.

b) Client’s Responsibilities

- Recruitment of and communication with all session participants.
 - Secure a site
 - Coordinate all site logistics (room set-up, confirming times, arranging video-conferencing if possible, etc.)
 - Coordinate snacks and meals if being provided
 - Coordinate messaging with program participants
- Paying for Snacks and beverages for each session.
- Photocopying all participant materials
- Securing / providing all materials and supplies, including:

- Projector
- Screen
- Laptop
- 1 easel
- 1 flip chart
- Client is also responsible for all costs associated with the responsibilities of client and of JCCC outlined above.

2) FEES AND PAYMENT SCHEDULE: In exchange for the services outlined in Section A the Client agrees to pay JCCC fees as outlined below:

Service	# of People	Hourly Rate	# of Hours	Total
Faculty Session	1	\$250.00	2	\$500.00
Parent Session – Lead Facilitator	1	\$250.00	2	\$500.00
Parent Session – Co-Facilitator	1	\$150.00	2	\$300.00
Program Fees Total				\$1,300.00

Mileage

Just Communities will be reimbursed for mileage for all travel outside of the City of Santa Barbara and Goleta. Reimbursement will be at the current Federal Mileage Reimbursement Rate of \$0.56/mile:

• INSERT DATE, LOCATION & ADDRESS (# miles)	NA
• INSERT DATE, LOCATION & ADDRESS (# miles)	NA
	Mileage Total
	NA

Total Compensation **NA**

JCCC will be paid a 50% deposit within 10 working days of executing this agreement. The balance will be due within 15 working days of completion of project. All checks shall be made payable to "Just Communities". If the program is canceled with more than one week's notice of the scheduled date and not rescheduled within 90 days, the Client will forfeit 50% of total contract fees. The Client will also pay for any incurred travel expenses in the event of cancellation or postponement. If the program is cancelled with less than one week's notice of the scheduled date and not rescheduled within 90 days, client will be responsible for 75% of total contract fees.

3) INDEMNIFICATION: JCCC shall defend, indemnify and hold Client, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of JCCC, its officers, employees or agents.

Client shall defend, indemnify and hold JCCC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its officers, employees or agents.

4) COPYRIGHT/OWNERSHIP: Client acknowledges that the sessions designed for Client, all program materials, and any existing JCCC materials, worksheets, etc. provided by JCCC, are the creation and property

of JCCC and that all rights thereto remain the sole property of JCCC. Receipt or possession of JCCC's proprietary information does not convey any rights to reproduce or disclose its contents, or to manufacture, use, or sell anything it contained therein. Reproduction, disclosure, or use of any JCCC materials without specific written authorization of JCCC is strictly forbidden.

5) ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

The preceding shall govern the working relationship between the Client and JCCC unless amended by both parties in writing. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to provision of services from JCCC to Client and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Client and *JCCC*, please sign both copies of this Agreement and return them to *JCCC Central Coast*, Attn: Jarrod Schwartz, Executive Director, 1528 Chapala St., Suite 308, Santa Barbara, CA 93101.

Client:

Authorized Agent:

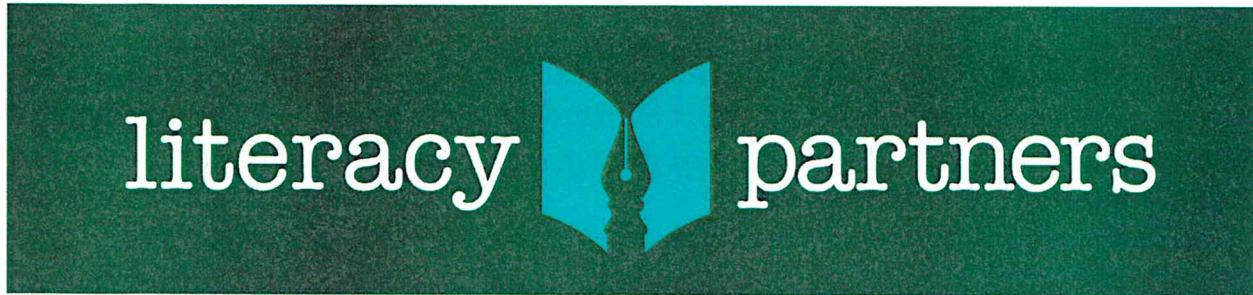
Date

Just Communities:

Jarrod Schwartz, Executive Director

Date

Client Billing Address



August 7, 2017

Amy Alzina
Cold Spring School District
2243 Sycamore Canyon Road
Santa Barbara, CA 93108

Dear Ms. Alzina,

This letter describes the 2017-2018 agreement between Literacy Partners and Cold Spring School District for professional development services to be rendered by Literacy Partners to the school. The specific arrangements outlined here were developed over the past weeks through conversations between Literacy Partners and district personnel.

Your district has agreed to purchase services totaling \$10,200.00

These services include:

**4 Professional development days to support teachers with writing workshop
1 Evening Parent Workshop**

Full Days of Professional Development

- **October 30 & 31, 2017**
- **April 2 & 3, 2018**

Parent workshop

- **October 30, 2017 from 6-7 pm**

TOTAL: \$10,200.00

Expenses and Payment

We send our billing statements on a monthly basis, and will expect payment within 30 days of being invoiced. After 6 weeks, we reserve the right to add a 10% late fee to your invoice.

If the information in this letter is correct, please sign this letter and return it to me at your earliest convenience. If there is a discrepancy between the specific details in this letter and your understanding of our agreement please email me immediately.

We have a commitment to making this work productive & making a difference in your schools.

Sincerely,



Dahlia Dallal
Founder and Director
Literacy Partners

This Agreement dated on this 7th day of August by and between
Cold Spring School District & Literacy Partners.

The parties hereby agree to the terms, provisions and conditions of this agreement as stated:

Signed by: _____

Date: _____

Literacy Partners
269 South Beverly Drive (Suite 212)
Beverly Hills, California 90212
Phone: 310-360-0113
Fax: 323-366-2096



**Santa Barbara County Education Office
Curriculum and Instruction Division**

Work Plan

Submitted to:
Cold Spring School District
for
Professional Development and Support
in
Educational Technology

**“Do not confine your children to your own learning,
for they were born in another time.”**

Chinese Proverb

Submitted by:
Matt Zuchowicz
Director, Educational Technology Services
Submitted: August 3, 2017

Nature of work: Santa Barbara County Education Office (SBCEO) will provide professional development and support to the teachers and administrators of the Cold Spring School District (CSSD). Director, Matt Zuchowicz, SBCEO Director of Educational Technology Services, will consult with Dr. Amy Alzina, Superintendent, and Christian Garfield, CSSD Technology Specialist, to support a vision for educational technology, and will develop presentations on technology integration for CSSD teachers and administrators. Matt Zuchowicz will also work with Christian Garfield to develop professional learning opportunities for CSSD teachers centered on the resources of the Google Suite for Education.

Goal	Activities	CSSD Personnel	SBCEO Onsite Support
Develop vision of Educational Technology for CSSD. Facilitation on 8/16/17 with CCSD staff.	Consult and plan with CCSD Technology Specialist	Dr. Amy Alzina and Christian Garfield	1 half day of facilitation = \$400 Mileage = \$8.03
Build capacity with CCSD Classroom teachers; presentation on the following days: 11/1/17, 1/10/18, 3/7/18,	Research, plan, develop professional learning op level groups	Christian Garfield and CCSD Classroom Teachers	4 half days for facilitation = \$1600 Mileage = \$32.12
Educate CCSD parents on Cybersecurity. And student data privacy. Presentation date: November 6	Present to parent group re: Cybersecurity, and student data privacy	Dr. Amy Alzina	1 half day of facilitation = \$400 Mileage = \$8.03
Conduct 2 half days of classroom observations at CCSD focused on technology integration Dates TBD	Plan and prepare for observations Conduct observations Reflection and Debrief	Dr. Amy Alzina, Christian Garfield, and CCSD staff	2 half days of observation, and debrief = \$800 Mileage = \$16.06
	Participate in the Santa Barbara County e-safety Network meetings- three meetings in 17/18 dates TBD	Christian Garfield	Not on site
Total Days of onsite support from SBCEO			8 half days

Cost Category	Description	Cost to CSSD
Professional Development, Training and Support Services Matt Zuchowicz, Director	8 half days facilitation with SBCEO personnel at \$400 per half day + mileage	\$3,264.24
R & D/ Planning/ Consulting/ Prep, follow-up		\$3,300
Subtotal for Professional Development, including R and D/ Planning/ Consulting/ Prep and follow-up		\$6,564.64
Enrollment fee for Christian Garfield in the Santa Barbara County e-safety Network, includes 3 lunch meetings, to help develop understanding of current Cybersecurity and student data privacy laws and best practices		\$150
<i>Total cost to Cold Spring School District</i>		<i>\$6,714.24</i>

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Amplify Price Quote

PQ Number	PQ# 161114-86408	Created Date	8/9/2017
		Quote Expiration Date	9/8/2017
Prepared By	Kim Mueller	Contact Name	Amy Alzina
Title	Senior Account Executive	Account Name	Cold Spring Elementary School District
Email	kmueller@amplify.com	Phone	(805) 969-2678
		Email	aalzina@coldspringschool.net

Product	Quantity	Sales Price	Total Price
Amplify Science Elementary School: Kindergarten Physical Science Unit - Pushes and Pulls Investigation Notebook	15.00	\$1.99	\$29.85
Amplify Science Elementary School: Kindergarten Physical Science Unit - Pushes and Pulls Kit	1.00	\$925.00	\$925.00
Amplify Science Elementary School: First Grade Physical Science Unit - Light and Sound Investigation Notebook	30.00	\$2.50	\$75.00
Amplify Science Elementary School: First Grade Physical Science Unit - Light and Sound Kit	2.00	\$1,195.00	\$2,390.00
Amplify Science Elementary School: Second Grade Life Science Unit - Plant and Animal Relationships Investigation Notebook	30.00	\$3.99	\$119.70
Amplify Science Elementary School: Second Grade Life Science Unit - Plant and Animal Relationships Kit	2.00	\$835.00	\$1,670.00
Amplify Science Elementary School: Third Grade Physical Science Unit - Balancing Forces Investigation Notebook	21.00	\$3.99	\$83.79
Amplify Science Elementary School: Third Grade Physical Science Unit - Balancing Forces Kit	1.00	\$725.00	\$725.00
Amplify Science Elementary School: Fourth Grade Physical Science Unit A - Energy Conversions Investigation Notebook	25.00	\$3.99	\$99.75
Amplify Science Elementary School: Fourth Grade Physical Science Unit A - Energy Conversions Kit	1.00	\$820.00	\$820.00
Amplify Science Elementary School: Fifth Grade Physical Science Unit - Modeling Matter Investigation Notebook	25.00	\$3.99	\$99.75
Amplify Science Elementary School: Fifth Grade Physical Science Unit - Modeling Matter Kit	1.00	\$850.00	\$850.00
Amplify Science Middle School: Microbiome Kit	1.00	\$134.00	\$134.00
Amplify Science Middle School: Metabolism Kit	1.00	\$380.00	\$380.00
Amplify Science Elementary School: Professional Development Webinar - 3 hours	3.00	\$1,000.00	\$3,000.00

Subtotal	\$11,401.84
Total Price	\$11,401.84
Shipping & Handling	\$1,008.21
Grand Total	\$12,410.05

Scope and Duration

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- **Payment Terms:**
 - This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
 - Payment terms: net 30 days.
 - Prices do not include sales tax, if applicable.
 - Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
 - The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>
- **License and Services Term:**
 - Licenses: until June 30th, 2018
 - Services: until June 30th, 2018. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.
- **Special Terms:**
 - **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
 - **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Grade Level	K; 1; 2; 3; 4; 5; 6;
Participating Schools	one School District - Cold Spring Elementary

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

CUSTOMER TERMS & CONDITIONS

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation

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of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual

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agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402.
- Please do not mail credit card authorization forms.

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

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Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

We are delighted to work with you and we thank you for your order!

Sole Source Information for mCLASS® and Burst®:Reading

Current as of: 8/9/2017

Amplify Education, Inc. is the sole and exclusive worldwide source for its proprietary patented mCLASS system for the administration and reporting of observation based assessments. The following assessment products are supported on the mCLASS system:

- mCLASS:DIBELS Next®
- mCLASS:IDEL®
- mCLASS:Math
- mCLASS:Reading3D™
- mCLASS:Reading3D™ Spanish
- mCLASS Now What?® Tools
 - mCLASS Home Connect®
 - mCLASS Item-Level Advisor™
 - mCLASS Small Group Advisor™

Amplify and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the foregoing assessment tools on mobile devices.

Amplify is the sole and exclusive worldwide source for its proprietary **Burst:Reading** product. Burst:Reading technology analyzes formative assessment data at the item level to group students with similar needs, and provide teachers with multi-day sequences of curriculum and detailed lesson plans, synchronized to students' changing needs throughout the year. Burst:Reading is comprised of content and technology that is protected by copyright, trade secret and patents pending held by Amplify. Burst:Reading operates exclusively in conjunction with the mCLASS system.

Sole Source Information for Amplify ELA

Amplify Education, Inc. is the sole source for the Amplify ELA family of products. Amplify is the author and copyright holder, as well as the sole publisher and distributor of these products.

Sole Source Information for Amplify Science & Seeds of Science/Roots of Reading®

Current as of: 8/9/2017

Through a license agreement with the Regents of the University of California, Amplify is the sole publisher and distributor of the Amplify Science family of products, including the Seeds of Science/Roots of Reading program.

Sole Source Information for Core Knowledge Language Arts® (CKLA™)

Current as of: 8/9/2017

Through a license agreement with the Core Knowledge Foundation, Amplify Education, Inc. is the sole and exclusive worldwide commercial source for the Core Knowledge Language Arts Program for grades PreK-5. Through a services agreement with the Core Knowledge Foundation, Amplify is also the only authorized commercial provider of professional development and customer support for implementation of this program.

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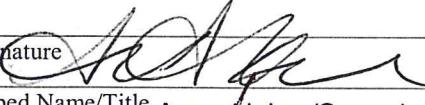
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The foregoing sole source information is provided for informational purposes only. Should you wish to obtain more information or a signed sole source statement for your records, please contact your Amplify sales representative or account manager.

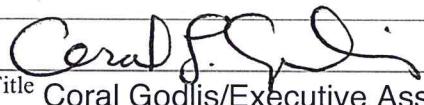
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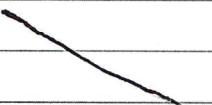
Authorized Signatures
District Personnel Approved by the Superintendent or his/her Designee
for Release of Commercial and Payroll Warrants

District: Cold Spring School District

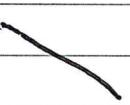
Signature 	<input checked="" type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Amy Alzina/Superintendent/Principal		

Signature 	<input checked="" type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Maria Santa Cruz/Business Manager		

Signature 	<input type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Coral Godlis/Executive Assistant		

Signature 	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature 	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature 	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

I certify that the names and signatures above are authorized district personnel who may pick up warrants on behalf of our district.

Signature Superintendent or his/her Designee	August 14, 2017
	Date

Attachment F

Authorized Signatures
District Personnel Approved by the Board to Act as District Agents

District: Cold Spring School District

Signature		Vendor Prelists	Contracts Prelists	Payroll Prelists
Typed Name/Title	Amy Alzina/Superintendent/Principal			

Signature		<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
Typed Name/Title	Maria Santa Cruz/Business Manager			

Signature		<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
Typed Name/Title				

Signature		<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
Typed Name/Title				

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

<input type="checkbox"/> Signature <input type="checkbox"/> Typed Name/Title	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts Prelists	<input type="checkbox"/> Payroll Prelists
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I certify that the signatures shown on this page are the verified signatures of district personnel approved by the board to act as agents of the governing board.

Board President/Secretary _____ Date _____

K-12 Reference: Ed. Code § 42632, 42633, 17604
Community College Reference: Ed. Code § 85232, 85233, 81655

Attachment G (1) -- K-12 Districts

**Resolution of the Governing Board
Delegation of Governing Board Powers/Duties
Authority to make cash and budget transfers**

District: Cold Spring School District

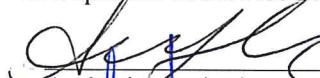
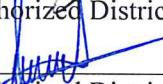
Whereas, Education Code Section 35161 provides that “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...;” and

Whereas, Education Code Section 35161 further provides that the governing board “...may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated;” and

Whereas, the governing board of the Cold Spring School District recognizes that, while the authority provided in Education Code Section 35161 authorizes the board to delegate any of its powers and duties, the governing board retains the ultimate responsibility over the performance of those powers and duties; and

Whereas, the governing board further recognizes that where other Education Code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed;

Now, Therefore, Be It Resolved that, in accordance with the authority provided in Education Code Section 35161, the governing board of the Cold Spring School District hereby delegates to the following officers or employees of the district, the authority to make cash and budget transfers between and within district funds as necessary for the payment of obligations of the district effective from the date this resolution is passed through the year-end accrual phase without submitting the transfers as part of a specific board resolution.

 /Superintendent/Principal
Authorized District Employee/Officer
 / Business Manager
Authorized District Employee/Officer
n/a
Authorized District Employee/Officer
n/a
Authorized District Employee/Officer

Passed and Adopted this 14 day of August, 2017 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Reference: Ed. Code § 35161

Board President/Secretary

August 14, 2017

Date

Cold Spring School District

Community Relations

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Compliance Officers

The Board of Trustees designates the following compliance officer to receive and investigate complaints and to ensure district compliance with law:

Superintendent/Principal

2243 Sycamore Canyon Road

Santa Barbara, CA 93108

(805) 969-2678

The Superintendent/Principal or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent/Principal or designee.

(cf. [9124](#) - Attorney)

Notifications

The Superintendent/Principal or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, school advisory committee, appropriate private school officials or representatives, and other interested parties. (5 CCR [4622](#))

The Superintendent/Principal or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR [4622](#))

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

3. Advise the complainant of the appeal process pursuant to Education Code [262.3](#), including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

4. Include statements that:

- a. The district is primarily responsible for compliance with state and federal laws and regulations
- b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
- c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination
- d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision
- e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. [5145.6](#) Parental Notifications)

Procedures

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR [4631](#) and [4633](#).

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the district. (5 CCR [4630](#))

A complaint alleging unlawful discrimination shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. (5 CCR [4630](#))

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR [4600](#))

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR [4631](#))

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. (5 CCR [4631](#))

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR [4631](#))

The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR [4631](#))

Step 4: Response

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5

~~below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.~~

~~The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.~~

~~If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initial receipt the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR [4631](#))~~

Step 5: Final Written Decision

~~The district's decision shall be in writing and sent to the complainant. (5 CCR [4631](#))~~

~~The district's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.~~

~~The decision shall include:~~

- ~~1. The findings of fact based on the evidence gathered (5 CCR [4631](#))~~
- ~~2. The conclusion(s) of law (5 CCR [4631](#))~~
- ~~3. Disposition of the complaint (5 CCR [4631](#))~~
- ~~4. Rationale for such disposition (5 CCR [4631](#))~~
- ~~5. Corrective actions, if any are warranted (5 CCR [4631](#))~~
- ~~6. Notice of the complainant's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal (5 CCR [4631](#))~~
- ~~7. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code [262.3](#))~~

~~If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.~~

Appeals to the California Department of Education

~~If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the district's decision. When appealing to the CDE, the complainant must~~

~~specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR [4632](#))~~

~~Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent/Principal or designee shall forward the following documents to the CDE: (5 CCR [4633](#))~~

- ~~1. A copy of the original complaint~~
- ~~2. A copy of the decision~~
- ~~3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision~~
- ~~4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator~~
- ~~5. A report of any action taken to resolve the complaint~~
- ~~6. A copy of the district's complaint procedures~~
- ~~7. Other relevant information requested by the CDE~~

~~The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR [4650](#) exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district.~~

Civil Law Remedies

~~A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a~~

~~complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR [4622](#).~~

~~Regulation COLD SPRING ELEMENTARY SCHOOL DISTRICT~~

~~approved: February 5, 2009 Santa Barbara, California~~

Cold Spring School District

Community Relations

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual identified below as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual also serve as the compliance officer specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Dr. Amy Alzina, Superintendent/Principal

(title or position)

2243 Sycamore Canyon Road

(address)

Santa Barbara, CA 93108

(City, State, Zip)

(805) 969-2678

(telephone number)

aalzina@coldspringschool.net

(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent/Principal or designee who shall determine how the complaint will be investigated.

The Superintendent/Principal or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent/Principal or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent/Principal or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

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

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

(cf. 6173.3 - *Education for Juvenile Court School Students*)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - *District and School Web Sites*)

(cf. 1114 - *District-Sponsored Social Media*)

The Superintendent/Principal or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from

the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent/Principal or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- i. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision

- j. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- k. Copies of the district's UCP are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and

development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent/Principal or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
AR 1312.3(o)
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600
- For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:
- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Adopted: February 5, 2009

Revised:

Cold Spring School District

Business and Noninstructional Operations

AR 3580

DISTRICT RECORDS

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR [16020](#))

(cf. [1340](#) - Access to District Records)

Before January 1, the Superintendent/Principal or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR [16022](#))

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR [16022](#))

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR [16022](#))

(cf. [3440](#) - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR [16022](#))

(cf. [5125](#) - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code [35254](#))

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR [16022](#): (5 CCR [16023](#))

1. Annual Reports
 - a. Official budget

- b. Financial reports of all funds, including cafeteria and student body funds
- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
 - (1) Those containing information relating to property, activities, financial condition, or transactions
 - (2) Those declared by the Governing Board minutes to be permanent

(cf. [3100](#) - Budget)

(cf. [3452](#) - Student Activity Funds)

(cf. [3460](#) - Financial Reports and Accountability)

(cf. [3551](#) - Food Service Operations/Cafeteria Fund)

2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. [7214](#) - General Obligation Bonds)

(cf. [9324](#) - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code [44031](#) shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.6/[4212.6](#)/4312.6 - Personnel Files)

(cf. [4112.62/4212.62/4312.62](#) - Maintenance of Criminal Offender Records)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR [432](#) and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has expired.

(cf. [5111.1](#) - District Residency)

(cf. [5141](#) - Health Care and Emergencies)

(cf. 5143 - Insurance)

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. [3280](#) - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any records considered temporarily worth keeping, but which is are not a Class 1 records, may be classified as Class 2 (Optional) records and shall be retained until it is reclassified as a Class 3 (Disposable) records. If by agreement of the Board and Superintendent/Principal or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR [16022](#), all records of the prior year may be classified Class 2 (Optional) pending further review and classification within one year. (5 CCR [16024](#))

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR [432](#) is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR [16025](#))

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR [16026](#), [16027](#))

Any person to whom a district-owner computer, cell phone, or other electronic communication is provided shall be notified about the district's electronic information management system and, as necessary, provided training on the effective use of the device.

Approved Adopted: March 8, 2010

Revised:

Cold Spring School District

Students

AR 5145.3

NONDISCRIMINATION/HARASSMENT

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Dr. Amy Alzina, Superintendent/Principal

(title or position)

2243 Sycamore Canyon Road

(address)

Santa Barbara, CA 93108

(City, State, Zip)

(805) 969-2678

(telephone number)

aalzina@coldspringschool.net

(email)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent/Principal or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.
2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district

will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

4. The Superintendent/Principal or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
7. At the beginning of each school year, inform each teacher of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent/Principal or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - *Vandalism and Graffiti*)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - *Personnel Files*)

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)

(cf. 5125 - *Student Records*)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true.

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

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

(cf. 5144 - *Discipline*)

(cf. 5144.1 - *Suspension and Expulsion/Due Process*)

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

(cf. 6159.4 - *Behavioral Interventions for Special Education Students*)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent/Principal or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - *Child Abuse Prevention and Reporting*)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative

regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door or access to a staff member's office. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming.

In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Adopted:

Cold Spring School District

Board Bylaws

BB 9012

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The ~~Board of Trustees~~ **Governing Board** recognizes that electronic communication ~~among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools.~~ **within the district and with members of the public.** Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting— **nor to circumvent the public's right to access records regarding district business.**

(cf. [1100 - Communication with the Public](#))

(cf. [6020 - Parent Involvement](#))

(cf. [9000 - Role of the Board](#))

(cf. [9322 - Agenda/Meeting Materials](#))

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code [54952.2](#))

(cf. [9320 - Meetings and Notices](#))

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent/Principal, and reminders regarding meeting times, dates, and places.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent/Principal in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the ~~press~~ **media** shall be forwarded to the designated district spokesperson.

(cf. [1112 - Media Relations](#))

(cf. [1312.1 - Complaints Concerning District Employees](#))

(cf. [1312.2 - Complaints Concerning Instructional Materials](#))

(cf. [1312.3 - Uniform Complaint Procedures](#))

(cf. [1312.4 - Williams Uniform Complaint Procedures](#))

(cf. [3320 - Claims and Actions Against the District](#))
(cf. [9005 - Governance Standards](#))
(cf. [9121 - Board President](#))
(cf. [9200 - Limits of Board Member Authority](#))
(cf. [9270 - Conflict of Interest](#))

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

(cf. [4112.6/4212.6/4312.6 - Personnel Files](#))
(cf. [5125 - Student Records](#))
(cf. [9011 - Disclosure of Confidential/Privileged Information](#))
(cf. [9321 - Closed Session Purposes and Agendas](#))

Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act. To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. [1340 - Access to District Records](#))
(cf. [3580 - District Records](#))

Legal Reference:

EDUCATION CODE

[35140](#) Time and place of meetings
[35145](#) Public meetings
[35145.5](#) Agenda; public participation; regulations
[35147](#) Open meeting law exceptions and applications

GOVERNMENT CODE

[6250-6270](#) California Public Records Act
[11135](#) State programs and activities, discrimination
[54950-54963](#) The Ralph M. Brown Act, especially:
[54952.2](#) Meeting, defined
[54953](#) Meetings to be open and public; attendance
[54954.2](#) Agenda posting requirements, board actions

COURT DECISIONS

[City of San Jose v. Superior Court \(2017\) 2 Cal.5th 608](#)

Management Resources:

CSBA PUBLICATIONS

[Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017](#)

The Brown Act: School Boards and Open Meeting Laws, rev. 2006 2014
~~ATTORNEY GENERAL PUBLICATIONS~~

The Brown Act: Open Meetings for Legislative Bodies, 2003
~~LEAGUE OF CALIFORNIA CITIES PUBLICATIONS~~

~~Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007~~
WEB SITES

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

~~CSBA, Agenda Online:~~

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

Adopted: February 8, 2010

Revised:

Cold Spring School District

Community Relations

BP 1312.3

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR [4620](#))

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code [200](#) and [220](#) and Government Code [11135](#), including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR [4610](#))

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR [4610](#))

(cf. [0410](#) – Nondiscrimination in District Programs and Activities)

(cf. [1312.1](#) – Complaints Concerning District Employees)

(cf. [1312.2](#) – Complaints Concerning Instructional Materials)

(cf. [3553](#) – Free and Reduced Price Meals)

(cf. [4031](#) – Complaints Concerning Discrimination in Employment)

(cf. [5141.4](#) – Child Abuse Prevention and Reporting)

(cf. [5148](#) – Child Care and Development)

(cf. [6159](#) – Individualized Education Program)

(cf. [6171](#) – Title I Programs)

(cf. [6174](#) – Education for English Language Learners)

(cf. 6175 – Migrant Education Program)

(cf. 6178 – Vocational Education)

(cf. 6200 – Adult Education)

~~Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).~~

(cf. [1312.4](#) – Williams Uniform Complaint Procedures)

~~The Board encourages the early, informal resolution of complaints at the school level whenever possible.~~

~~The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent/Principal or designee, on a case-by-case basis.~~

(cf. [4119.23/4219.23/4319.23](#) – Unauthorized Release of Confidential/Privileged Information)

(cf. [5125](#) – Student Records)

(cf. [9011](#) – Disclosure of Confidential/Privileged Information)

~~The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent/Principal or designee shall initiate that process. The Superintendent/Principal or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination

[8200-8498](#) Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

41500-41513 Categorical education block grants

48985 Notices in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

52160-52178 Bilingual education programs

52300 52499.6 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based coordinated programs

54000-54028 Economic impact aid programs

54100-54145 Miller Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56885 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>

Cold Spring School District

Community Relations

BP 1312.3

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing after school education and safety programs, migrant education, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - *Nondiscrimination in District Programs and Activities*)
(cf. 5145.3 - *Nondiscrimination/Harassment*)
(cf. 5145.7 - *Sexual Harassment*)

3. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - *Fees and Charges*)
(cf. 3320 - *Claims and Actions Against the District*)

4. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - *Local Control and Accountability Plan*)

5. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

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

6. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
7. Any other complaint as specified in a district policy

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent/Principal or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)
(cf. 5125 - *Student Records*)
(cf. 9011 - *Disclosure of Confidential/Privileged Information*)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent/Principal or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - *Staff Development*)
(cf. 4231 - *Staff Development*)
(cf. 4331 - *Staff Development*)

The Superintendent/Principal or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools

51225.1-51225.2 *Foster youth, homeless children, and former juvenile court school students; course credits; graduation requirements*
51228.1-51228.3 *Course periods without educational content*
52060-52077 *Local control and accountability plan, especially:*
52075 *Complaint for lack of compliance with local control and accountability plan requirements*
52160-52178 *Bilingual education programs*
52300-52490 *Career technical education*
52500-52616.24 *Adult schools*
54400-54425 *Compensatory education programs*
54440-54445 *Migrant education*
54460-54529 *Compensatory education programs*
56000-56867 *Special education programs*
59000-59300 *Special schools and centers*
64000-64001 *Consolidated application process*

Legal Reference: (continued)

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*
12900-12996 *Fair Employment and Housing Act*

PENAL CODE

422.55 *Hate crime; definition*
422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 2

11023 *Harassment and discrimination prevention and correction*
CODE OF REGULATIONS, TITLE 5

3080 *Application of section*

4600-4687 *Uniform complaint procedures*
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*

1232g *Family Educational Rights and Privacy Act*
1681-1688 *Title IX of the Education Amendments of 1972*

6301-6577 *Title I basic programs*

6801-7014 *Title III language instruction for limited English proficient and immigrant students*

7101-7184 *Safe and Drug-Free Schools and Communities Act*

7201-7283g *Title V promoting informed parental choice and innovative programs*

7301-7372 *Title V rural and low-income school programs*

12101-12213 *Title II equal opportunity for individuals with disabilities*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*

2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*

6101-6107 *Age Discrimination Act of 1975*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy Act*

100.3 *Prohibition of discrimination on basis of race, color or national origin*

104.7 *Designation of responsible employee for Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 *Designation of responsible employee for Title IX*

106.9 *Notification of nondiscrimination on basis of sex*

110.25 *Notification of nondiscrimination on the basis of age*

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Adopted: February 5, 2009

Revised:

Cold Spring School District

Community Relations

BP 1340

ACCESS TO DISTRICT RECORDS

The Governing Board of Trustees recognizes the right of citizens to have access to public records of the district. The Board intends the district to provide any person reasonable access to the public records of the district during normal business hours and within the requirements of the law. ~~state and federal law. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.~~ Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other statutes.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 – District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

In response to a public records request, the Superintendent/Principal or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 – Board Member Electronic Communications)

This district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent/Principal or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35170 Authority to secure copyrights

[35250](#) Duty to keep certain records and reports
[41020](#) Requirement for annual audit
[42103](#) Publication of proposed budget; hearing
[44031](#) Personnel file contents and inspections
[44839](#) Medical certificates; periodic medical examination (re access to medical certificate in personnel file)
[49060-49079](#) Pupil records
[49091.10](#) Parental review of curriculum and instruction

GOVERNMENT CODE

[3547](#) Proposals relating to representation
[6250-6270](#) California Public Records Act
[6275-6276.48](#) Other exemptions from disclosure
[53262](#) Employment contracts
[54957.2](#) Minute book record of closed sessions
[54957.5](#) Agendas and other writings distributed for discussion or consideration
[81008](#) Public records; inspection and reproduction

CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information

CODE OF REGULATIONS, TITLE 5

[430-438](#) Individual pupil records

COURT DECISIONS

Fairley v. Superior Court, 66 Cal.App. 4th 1414 (1998)
North County Parents Organization for Children with Special Needs v. Department of Education, 23 Cal.App. 4th 144 (1994)

ATTORNEY GENERAL OPINIONS

71 Ops.Cal.Atty.Gen. 235 (1988)
64 Ops.Cal.Atty.Gen 186 (1981)

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

Summary of the California Public Records Act, 2004

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, 2008

WEB SITES

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

California Attorney General's Office: <https://oag.ca.gov>

Institute for Local Government: <http://www.cacities.org>

State Bar of California: <http://www.calbar.ca.gov>

Adopted: February 5, 2009

Revised:

Cold Spring School District

Administration

BP 2121

SUPERINTENDENT/PRINCIPAL'S CONTRACT

~~In approving employment contracts with the Superintendent/Principal, the Board of Trustees wishes to encourage the Superintendent/Principal's long term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.~~

(cf. [2120](#) – Superintendent Recruitment and Selection)

(cf. [4312.1](#) – Contracts)

(cf. [9000](#) – Role of the Board)

~~The Board shall designate a representative to negotiate with the Superintendent/Principal on its behalf and shall consult legal counsel to draft the contract document.~~

~~The Board shall deliberate in closed session about the terms of the contract. (Government Code [54957](#))~~

(cf. [9321](#) – Closed Session Purposes and Agendas)

(cf. [9321.1](#) – Closed Session Actions and Reports)

~~Terms of the contract shall remain confidential until the ratification process commences.~~

(cf. [9011](#) – Disclosure of Confidential/Privileged Information)

~~The Board shall ratify the Superintendent/Principal's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code [53262](#))~~

(cf. [3580](#) – District Records)

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent/Principal.~~

(cf. [2110](#) – Superintendent Responsibilities and Duties)

~~The term of the contract shall be for no more than four years. (Education Code [35031](#))~~

During the term of the contract, the Board may reemploy the Superintendent/Principal on those terms and conditions mutually agreed upon by the Board and Superintendent/Principal. (Education Code [35031](#))

The Superintendent/Principal's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent/Principal's performance.

(cf. [2140](#) Evaluation of the Superintendent)

In the event that the Board determines not to reemploy the Superintendent/Principal, the Board shall provide written notice to the Superintendent/Principal at least 45 days in advance of the expiration of the term of the contract. (Education Code [35031](#))

The Superintendent/Principal's contract shall include a provision specifying the maximum cash settlement that the Superintendent/Principal may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent/Principal's monthly salary multiplied by 18. The cash settlement shall not include any noncash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent/Principal finds other employment, whichever occurs first. (Government Code [53260](#), [53261](#))

(cf. [4117.5](#)/[4217.5](#)/[4317.5](#) Termination Agreements)

If the Board terminates the Superintendent/Principal's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code [53260](#))

Legal Reference:

EDUCATION CODE

[35031](#) Term of employment

[41325](#) [41329.3](#) Conditions of emergency apportionment

GOVERNMENT CODE

[53260](#)–[53264](#) Employment contracts

[54954](#) Time and place of regular meetings

[54957](#) Closed session personnel matters

54957.1 Closed session, public report of action taken

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Selection and Employment, 2004

WEB SITES

CSBA, Single District Governance Services: <http://www.csba.org/sds>

Association of California School Administrators: <http://www.acsa.org>

adopted: February 5, 2010 Santa Barbara, California

Cold Spring School District

Community Relations

BP 2121

SUPERINTENDENT/PRINCIPAL'S CONTRACT

The Governing Board believes that the Superintendent/Principal's employment contract should outline the framework through which the Board and Superintendent/Principal are to work together to achieve district goals and objectives. When approving the Superintendent/Principal's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves
BP 2121(b)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent/Principal

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent/Principal's salary shall be at the sole discretion of the Board
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent/Principal prior to the expiration of the existing contract
10. Timeline for providing written notice to the Superintendent/Principal if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent/Principal to remind the Board in writing and in a timely manner of the requirement to give notice

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent/Principal may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent/Principal. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall take final action on the Superintendent/Principal's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent/Principal's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent/Principal salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent/Principal's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent/Principal may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent/Principal's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent/Principal's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent/Principal finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent/Principal's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent/Principal is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <https://oag.ca.gov>

Adopted: February 5, 2010

Revised:

Cold Spring School District

Instruction

BP 6142.93

SCIENCE INSTRUCTION

The ~~Board of Trustees~~ Governing Board believes that science education should focus on giving students an understanding of key scientific concepts and a capacity for scientific ways of thinking of the biological and physical aspects of science, key scientific concepts, and methods of scientific inquiry and investigation. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and ways of thinking for individual and social purposes reasoning.

(cf. 0440 - *District Technology Plan*)

(cf. 5145.8 - *Refusal to Harm or Destroy Animals*)

(cf. 6142.92 - *Mathematics Instruction*)

(cf. 6143 - *Courses of Study*)

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

Philosophical and religious theories are based, at least in part, on faith, and are not subject to scientific test and refutation ~~shall not be discussed during science instruction. Such beliefs shall not be discussed in science classes, but may be addressed in the social science and language arts curricula.~~

(cf. 6141.2 - *Recognition of Religious Beliefs and Customs*)

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent/Principal or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

(cf. 6011 - *Academic Standards*)

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

(cf. 6161.1 - *Selection and Evaluation of Instructional Materials*)

The Superintendent/Principal or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

(cf. 0460 - *Local Control and Accountability Plan*)

The Superintendent/Principal or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

(cf. 4131 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent/Principal or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

(cf. 3514.1 - Hazardous Substances)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4157/4257/4357- Employee Safety)
(cf. 5142 - Safety)

Legal Reference:

EDUCATION CODE

8774 Residential outdoor science program
32030-32034 Eye safety
32255-32255.6 Student's right to refrain from harmful or destructive use of animals
33475-33475.5 Model curriculum on stem cell science
49340-49341 Hazardous substances education
51210 Areas of study, grades 1 through 6
51210.3 Elementary science coach
51220 Areas of study, grades 7 through 12
51225.3 High school graduation
52060-52077 Local control and accountability plan
60640-60649 California Assessment of Student Performance and Progress
CODE OF REGULATION, TITLE 5
14030 Science laboratories, design specifications
CODE OF REGULATIONS, TITLE 8
5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

Management Resources:

CSBA PUBLICATIONS

Supporting Implementation of the California Next Generation Science Standards (CA-NGSS), Governance Brief, November 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Framework for California Public Schools: Kindergarten Through Grade Twelve, 2016

Next Generation Science Standards Systems Implementation Plan for California, 2014
California Next Generation Science Standards, 2013

Science Safety Handbook for California Public Schools, 2012

WEB SITES

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

California Alliance for Next Generation Science Standards:

<http://cdefoundation.org/stem/ca4ngss>

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

California Science Teachers Association: <http://www.cascience.org>

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

Adopted: October 12, 2009

Revised:

Cold Spring School District

Facilities

BP 7214

GENERAL OBLIGATION BONDS

The Board of Trustees desires to provide adequate facilities in order to enhance student learning and to help the district achieve its vision for educating district students. To that end, the Board may order an election on the question of whether bonds shall be issued for school facilities when, in the Board's judgment, it is advisable and in the best interest of district students.

(cf. [1160 Political Processes](#))

(cf. [7110 Facilities Master Plan](#))

(cf. [7210 Facilities Financing](#))

The Board shall determine the appropriate size of the bond in accordance with law.

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two thirds of the Board agree to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code [15266](#))

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the school district are entitled to vote. (Education Code [15266](#))

Bonded indebtedness incurred by the district shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities. (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. A requirement that proceeds from the sale of the bonds be used only for the purposes specified above, as detailed in California Constitution Article 13A, Section 1(b)(3), and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. [0440](#) – District Technology Plan)

(cf. [0450](#) – Comprehensive Safety Plan)

(cf. [6151](#) – Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed

4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

~~Bonds Requiring 66.67 Percent Approval by Local Voters~~

~~Bonds shall be sold to raise money for the following purposes: (Education Code [15100](#))~~

1. Purchasing school lots

2. Building or purchasing school buildings

3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs

4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity

5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature

6. Permanently improving school grounds

7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans

8. Carrying out sewer or drain projects or purposes authorized in Education Code [17577](#)

9. Purchasing school buses with a useful life of at least 20 years

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

~~Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code [15100](#))~~

Legal Reference:

EDUCATION CODE

7054 Use of district property, campaign purposes

15100 15254 Bonds for school districts and community college districts

15264 15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

ELECTIONS CODE

324 General election

328 Local election

341 Primary election

348 Regular election

356 Special election

357 Statewide election

1302 School district election

15372 Elections official certificate

GOVERNMENT CODE

1090 1099 Prohibitions applicable to specified officers

1125 1129 Incompatible activities

8855 California Debt and Investment Advisory Commission

53580 53595.5 Bonds

54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

~~Article 13A, Section 1 Tax limitation~~

~~Article 16, Section 18 Debt limit~~

~~COURT DECISIONS~~

~~San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356~~

~~ATTORNEY GENERAL OPINIONS~~

~~88 Ops.Cal.Atty.Gen. 46 (2005)~~

~~87 Ops.Cal.Atty.Gen. 157 (2004)~~

~~Management Resources:~~

~~WEB SITES~~

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

~~CSBA, District and Financial Services, Proposition 39 Bond Performance Audit Program:~~

~~<http://www.csba.org/ds/prop39.cfm>~~

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

~~California Office of Public School Construction: <http://www.opse.dgs.ca.gov>~~

~~Policy COLD SPRING ELEMENTARY SCHOOL DISTRICT~~

~~adopted: December 2007 Santa Barbara, California~~

~~revised: November 10, 2009~~

Cold Spring School District

Facilities

BP 7214

GENERAL OBLIGATION BONDS

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

(cf. 1160 - Political Processes)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

(cf. 3470 - Debt Issuance and Management)

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agrees to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

(cf. 9323.2 - Actions by the Board)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 6151 - Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. 1220 - Citizen Advisory Committees)

(cf. 9324 - Minutes and Recordings)

The Superintendent/Principal or designee shall ensure that the annual, independent performance and financial audits required pursuant to items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight

committee at the same time they are submitted to him/her and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577

9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by an order of the Board entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals

have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

At least 30 days prior to the sale of any debt issue, the Superintendent/Principal or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

Legal Reference:

EDUCATION CODE

7054 Use of district property, campaign purposes

15100-15254 Bonds for school districts and community college districts

15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

ELECTIONS CODE

324 General election

328 Local election

341 Primary election

348 Regular election

356 Special election

357 Statewide election

1302 Local election

15372 Elections official certificate

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

8855 California Debt and Investment Advisory Commission

53506-53509.5 General obligation bonds

53580-53595.5 Bonds

54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

240.15c2-12 Municipal securities disclosure

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

99 Ops.Cal.Atty.Gen. 18 (2016)

88 Ops.Cal.Atty.Gen. 46 (2005)

87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources:

CSBA PUBLICATIONS

California's Challenge: Adequately Funding Education in the 21st Century, December 2015

Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

Management Resources: (continued)

WEB SITES

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

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

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

California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Government Finance Officers Association: <http://www.gfoa.org>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): <http://www.emma.msrb.org>

Adopted: December 2007

Revised: November 10, 2009

Revised:

**Cold Spring School District
Board Meeting Agenda Items
2017-18 School Year**

July 2017

- Superintendent Goal Setting
- General Obligation Bond (Study Session)
- Quarterly Williams Report

August 2017

- School Psychologist Presentation
- Update on Science Program
- Chromebooks
- Deferred Maintenance
- Opening of School Timeline

September 2017

- Specialist Presentation – Technology
- Unaudited Actuals
- Sufficiency of Textbooks
- CAASPP Results
- IPM plan review

October 2017

- Board “Do’s and Don’ts”
- Board Protocols
- Specialist Presentation – Music
- Quarterly Williams Report
- Single Plan for Student Achievement (SPSA)

November 2017

- Specialist Presentation – Art
- Evaluation of Contract with Legal Counsel
- Comprehensive School Safety Plans

December 2017

- Board Reorganization
- First Interim Report
- Recognition of Parent Volunteers – Fall Events

January 2018

- Quarterly Williams Report
- Annual Audit

February 2018

- Proposed Calendar for Subsequent School Year

March 2018

- Second Interim Report
- Approval of District Calendar

April 2018

- Quarterly Williams Report
- Discussion of Preliminary Budget
- School Accountability Report Card (SARC)

May 2018

- Recognition of Parent Volunteers
- Evaluate SAVE Program
- Budget Update

June 2018

- Approval of LCAP
- Adoption of Budget